VA REQUEST FOR LEASE PROPOSAL NO. VA528-13-R-0133 COLUMBIA OR GREENE COUNTY, NEW YORK

Offers due by 08/13/2013 4:00PM EST

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 4:00 PM EST on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SIMPLIFIED RLP GSA FORM R101A (10/12)

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REQUEST FOR LEASE PROPOSALS NO. VA528-13-R-0133

May 22, 2013 SIMPLIFIED RLP GSA FORM R101A (October 2012)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)

- A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.
- B. Included in the RLP documents is a lease form (GSA Form L201A) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP, and a Standard Lease Proposal form (GSA Form 1364C) on which Offerors shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.
- C. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the Contracting Officer (CO) executes the Lease and delivers a signed copy to the Offeror.
- D. Do not attempt to complete the lease form (GSA Form L201A). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364C into the lease form, and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Contracting Officer (CO).

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (JUN 2012)

The space shall be located in a modern quality building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the CO. If not a new building, the space offered shall be in a building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the space with modern conveniences:

COUNTY, STATE	COLUMBIA OR GREENE COUNTY, NY
DELINEATED AREA	COLUMBIA OR GREENE COUNTY, NY
SPACE TYPE(S)	OFFICE/CLINICAL
MINIMUM NET USABLE SQ. FT.	4,067 NUSF OF CONTIGUOUS SPACE
(NUSF)	4.450 NILIOE OF CONTIOU IO 10 OP 4.05
MAXIMUM NET USABLE SQ. FT. (NUSF)	4,150 NUSF OF CONTIGUOUS SPACE
ON-SITE PARKING SPACES	24
(Total)	
PARKING SPACES (RESERVED &	17 (INCLUDES 4 VAN ACCESSIBLE
Marked)	HANDICAPPED STALLS)
INITIAL FIRM TERM	FIVE YEARS
OPTION TERM	FIVE - ONE YEAR OPTIONS
TERMINATION RIGHTS	90 Days
ADDITIONAL REQUIREMENTS	SEE AGENCY SPECIAL REQUIREMENTS (EXHIBIT B)

1.03 NEIGHBORHOOD, PARKING, AND LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (JUN 2012)

A. INSIDE CITY CENTER: Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile of the employee entrance of the offered Building, as determined by the CO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile of the employee entrance of the offered Building, as determined by the CO. A public or campus bus line usable by tenant occupants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ¼ mile, as determined by the CO. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

B. OUTSIDE CITY CENTER: Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. Adequate eating facilities shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile, as determined by the CO. Other employee services, such as retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile, as determined by the CO. Amenities must be existing or Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

1.04 LIST OF RLP DOCUMENTS (SIMPLIFIED) (SEP 2012)

The following documents are attached to and included as part of this RLP package:

DOCUMENT NAME	No. of Pages	Ехнівіт
Lease No. VA528-13-L-0091 (Form L201A)	30	Α
Agency Special Requirements, Dated 5/22/13	8	В
GSA Form 3516A Solicitation Provisions	5	С
Proposal to Lease Space (GSA Form 1364C)	4	D
GSA Form 3518A Representations and Certifications	7	Е
GSA Form 1217 Lessor's Annual Cost Statement	2	F
GSA Form 12000 for Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B)	6	G
Safety and Environmental Management Checklist	4	Н
Past Performance Survey	4	I
Davis Bacon Wage Determination	21	J
Tenant Improvement Cost Summary (TICS)	29	K

1.05 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the CO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.06 LEASE DESCRIPTION (SIMPLIFIED) (SEP 2012)

Offerors shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP includes:

- A. The term of the Lease, and renewal option, if any.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Agency Special Requirements (ASR) describing the tenant improvements (TI) to be completed by the Lessor prior to occupancy;
- E. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP. Notwithstanding the foregoing, the following is provided to assist Offerors in understanding the nature of the Lease. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum net usable square feet (NUSF) solicited under this RLP.

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, taxes, and security upgrades. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this RLP and lease, including Agency Special Requirements and other Government-supplied information related to the VA's interior build-out requirements. The Lessor will be required to design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease without further compensation other than the rent. The Government may elect to make a lump sum payment for TI work at time of award. In the event that a lump sum payment is made for TI work, that part of the TI price amortized in the rent shall be reduced accordingly.

Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

At any time after occupancy during the firm term, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TI price. If the Government elects to make a lump sum payment for the TI after occupancy, the payment of the TI by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased space conforming to the Lease requirements, Agency Special Requirements and other Government-supplied information related to the VA's interior build-out requirements. The Government Contracting Officer will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Contracting Officer approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes. Upon completion and acceptance of the leased space, the space will be measured for establishing the actual annual rent, and the Lease term shall commence.

Finally, Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth in the lease form and in the attachments, which will be part of the Lease.

1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (APR 2011)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed Tls. Certain of these Building requirements are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)

With respect to all matters relating to this RLP, only the Government's CO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its CO by notice, without an express delegation by the prior CO.

Contracting Officer:

Stephanie French 1304 Buckley Road, Suite 101, Syracuse, NY 13212 Office Phone: 315-425-4854 Fax: 315-425-4883 STEPHANIE.FRENCH@VA.GOV

1.09 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)

- A. For the purposes of this RLP, Tom Cairns ("the Broker") is the authorized contractor real estate broker representing VA. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker may represent both VA and another offeror under this lease action. By submitting an offer, the Offeror acknowledges the potential for a dual agency situation. Should there be an actual dual agency, the Broker will notify all Offerors of the actual dual agency and request written acknowledgement statements from all Offerors. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Offeror agrees that if the Offeror is paying a commission or fee in connection with this Lease to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Offeror will pay a commission to the Broker to which the Broker would ordinarily be entitled consistent with local business practices, as evidenced through a brokerage agreement between the Offeror and the Broker. The commission will be negotiated between the Offeror and the Broker and will be based on a Lease term not to exceed the Firm Term of the Lease contemplated by this RLP. Commissions will not be negotiated or collected on option periods or for Lease terms beyond the Firm Term of the Lease. As part of the offer, the Offeror shall disclose all commissions and/or fees to be paid by the Offeror including both the Offeror's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker in block 25 of GSA form 1364C. An executed commission agreement reflecting this agreement shall be submitted with the initial offer.
- B. For the benefit of the Government, the Broker has agreed to forego a percentage of any commission that it is entitled to receive in connection with the contemplated Lease. This amount shall be specifically set forth at time of lease award. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Lease Amendment setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease. Commissions

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- and/or credits shall be treated as confidential financial information and will refrain from public disclosure or using the information for any other purpose than that for which it was furnished without consent of the VA CO.
- C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the Method of Award. The amount of any commission paid to the Broker shall not be considered separately as part of this price evaluation since the value of the commission is included in the rental consideration.
- 1.10 PRICING OF SECURITY REQUIREMENTS (SEP 2012) INTENTIONALLY DELETED

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the CO. To demonstrate potential for efficient layout, the Offeror shall submit a test fit layout at the Offeror's expense with their proposal. The Government's Contracting Officer will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the net usable square footage offered, if it does not exceed the maximum net usable square footage in this RLP offer package. If the Offeror is already providing the maximum net usable square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

2.02 FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the CO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

2.03 SEISMIC SAFETY - MODERATE SEISMICITY (SEP 2012) INTENTIONALLY DELETED

2.04 SEISMIC SAFETY - HIGH SEISMICITY (SEP 2012) INTENTIONALLY DELETED

2.05 HISTORIC PREFERENCE (SIMPLIFIED) (JUN 2012)

- A. The Government will give preference to offers of Space in Historic Properties following this hierarchy of consideration:
 - 1. Historic Properties within Historic Districts.
 - 2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
 - 3. Historic Properties outside of Historic Districts.

B. Definitions:

- 1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).
- Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).
- 3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(I)).
- 4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).
- C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The CO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of a Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.
- D. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual NUSF present value cost to the Government, to Historic Properties as follows:
 - 1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.

- 2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
- 3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
- 4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.
- E. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.
- F. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:
 - 1. A Historic Property within a Historic District.
 - 2. A non-historic developed or undeveloped site within a Historic District.
 - 3. A Historic Property outside of a Historic District.

2.06 ASBESTOS (JUN 2012)

- A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.
- B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.
- D. <u>Management Plan</u>. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

2.07 ACCESSIBILITY (JUN 2012)

The Lease contemplated by this RLP contains building requirements for Accessibility. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building in which space is offered meets the Lease requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.08 FIRE PROTECTION AND LIFE SAFETY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

- A. Verify in the lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease.
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2011)

- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.
- Unless one of the statutory exceptions listed in sub-paragraph C below applies, VA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder. that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at WWW.ENERGYSTAR.GOV.
- C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:
 - No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs:
 - 2. The agency will remain in a Building it currently occupies;
 - The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
 - 4. The Lease is for 10,000 RSF or less.
- D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:
 - 1. Heating, ventilating, and air conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
 - 2. Lighting Improvements.
 - 3. Building Envelope Modifications.

Note: Additional information can be found on HTTP://WWW.GSA.GOV/LEASING under "Green Leasing."

- E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.
- F. Instructions for obtaining an ENERGY STAR® Label are provided at https://www.energystar.gov/eslabel (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (https://www.energystar.gov/ and Building Upgrade Value Calculator (https://www.energystar.gov/financialevaluation) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.
- G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

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- H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.
- I. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2011)

- A. Offeror is authorized to transmit its Lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email address identified in the request for Lease proposals will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its Lease proposal by United States mail or other express delivery service of Offeror's choosing. Faxed proposals will not be accepted.
- B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:
 - 1. No later than 4:00 PM EST on the following date at the following designated office and address:

Date: August 13, 2013

Office: Attn: Stephanie French, VA Network Contracting Office (NCO) 2

Address: 1304 Buckley Rd, Suite 101, Syracuse, NY 13212

No later than 4:00 PM EST on the following date at the following email address:

Date: August 13, 2013

Email <u>STEPHANIE.FRENCH@VA.GOV</u>

Address:

- C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.
- D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals. Prior to deadline offerors shall contact CO to confirm receipt of offer sent via email.
- E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.
- F. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (JUN 2012)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION

Standard Lease Proposal (GSA Form 1364C), completed and signed by Offeror (Exhibit D)

Agency Special Requirements, Dated 5/22/2013, initialed by Offeror (Exhibit B)

Representations and Certifications (GSA Form 3518A), completed and signed by Owner (Exhibit E)

Lessors' Annual Cost Statement (GSA Form 1217), completed and signed by owner (Exhibit F)

Fire Protection and Life Safety information and documents (GSA Form 12000 – Exhibit G) (See Fire Protection and Life Safety paragraph in RLP and Lease for applicable requirements)

Safety and Environmental Management Prelease Certification (Exhibit H)

Past Performance Questionnaire (Exhibit I)

Tenant Improvement Cost Summary (TICS) (Exhibit K)

Any Brokerage Commission Agreement between VA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1364C

Historic Property information and documentation, if applicable, per the Historic Preference paragraph

Registration in the System for Award Management (SAM) System

EISA compliance information (See Energy Independence and Security Act paragraph in RLP and Lease for applicable requirements)

Evidence that Building is outside the 100 year floodplain

3.04 EISA SUBMITTALS (JUN 2012)

- A. No later than the due date for final proposal revisions, the offeror must submit to the CO:
 - 1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
 - Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make; and if no improvements are cost effective, the offeror shall so indicate and provide supporting evidence of the lack of any cost effective improvements,
 - 3. If the offeror is claiming eligibility for additional time to obtain the Energy Star® label per subparagraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®, or
- B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, then in accordance with one of the statutory exceptions listed in the "Energy Independence and Security Act" paragraph herein, a written statement addressing which energy efficiency and conservation improvements (per the Energy Independence and Security Act paragraph) can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the CO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012)

- A. TIs are those costs required for building out the Government demised area in accordance with Agency Special Requirements and Security Requirements as developed in Government approved DIDs. All TIs required by the Government for occupancy must be performed by the successful offeror as part of the rental consideration as turnkey pricing. All improvements shall meet the quality standards and requirements of this RLP package and its attachments.
- B. Government reserves the right to pay for all or part of the tenant improvement work in lump sum upon occupancy and the rent shall be adjusted accordingly. If the Government pays for a part of the tenant improvement, the remaining balance shall be amortized over the term of the lease.
- C. The TI pricing must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to complete the TIs. It is the successful offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING. Please complete all tabs on Exhibit K, Tenant Improvement Cost Summary (TICS) to support proposed Shell and Tenant Improvement pricing. Each Element listed on the TICS tab should be broken down into further detail in the corresponding tabs in the TICS spreadsheet.
- D. Government reserves the right to perform tenant improvement work and or contract separately for any and all tenant improvement work, in which case, the rent shall be adjusted accordingly. Lessor shall provide reasonable access to government and its contractors to facilitate the tenant improvement work.

3.06 SECURITY IMPROVEMENTS INCLUDED IN OFFER (SEP 2012) INTENTIONALLY DELETED

3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document.

Rent shall not be adjusted for changes in operating costs.

3.08 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012) INTENTIONALLY DELETED

3.09 PRICING TERMS (SEP 2012)

Offeror shall provide the following pricing information with its offer:

- A. GSA Form 1217, Lessor's Annual Cost of Services. Complete all sections of the 1217.
- B. GSA Form 1364C-STANDARD, Proposal to Lease Space. Complete all sections of the 1364C, including, but not limited to:
 - 1. <u>A fully serviced Lease rate (gross rate)</u> per NUSF and RSF, clearly itemizing both the total Building shell rental, and TI rate, operating costs, and parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent).
 - 2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall include, but is not limited to, property financing (exclusive of TIs), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the NUSF Space offered as required in this RLP. Please complete all tabs on Exhibit K, Tenant Improvement Cost Summary (TICS) to support proposed Shell and Tenant Improvement pricing. Each Element listed on the TICS tab should be broken down into further detail in the corresponding tabs in the TICS spreadsheet.
 - The annual cost per NUSF and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364C, Proposal to Lease Space, and Form 1217) for NUSF and RSF, respectively.
 - 4. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per NUSF and RSF per year. This shall be all alterations for the Space above the Building shell buildout. Such alterations shall be described and identified in the drawings used to construct the Space. The TI, which is to be provided by the Lessor to the Government for TIs, shall be made available at lease execution. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized tenant improvement costs resulting from an extended amortization period.
 - 5. A fully serviced Lease rate per NUSF and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs as they will have been fully amortized over the Firm Term.
 - An hourly overtime rate for overtime use of heating and cooling, and annual rate for areas requiring 24/7 HVAC.
 Note: Refer to the Lease document for additional guidance.
 - Adjustment for Vacant Leased Premises.
 Note: Refer to the Lease document for additional guidance.
 - 8. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per RSF, etc.). State any assumptions used to compute the dollar costs for each fee component.
 - Rent concessions being offered. Indicate either on the GSA Form 1364C Proposal to Lease Space or in separate correspondence.
 - 10. Compensation (expressed as either % or \$) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered in block 25.b., and if VA is using a Tenant Representative Broker, compensation (expressed as either % or \$) to VA's Broker reflecting the agreement between Offeror and VA's Broker, shall be entered in block 25.a.

3.10 ADDITIONAL SUBMITTALS (SEP 2012)

Offeror shall also submit with its offer the information concerning and documentation of the following:

- A. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
- B. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, or the Offeror's plan and schedule to obtain all necessary zoning approvals prior to performance if the same have not been received at the time of submission of offers.
- C. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, documentation satisfactory to the CO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.
- D. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the CO. These submittals must remain current. The Offeror is required to submit updated documents as required.
- E. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
- F. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property.
- G. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements
- H. The architectural plans for modernization, if the offered Building is not a modern office Building.
- I. An asbestos management plan, if the offered Building contains asbestos-containing materials.
- J. First generation plans, scaled at 1/8" = 1'-0" (preferred) of the entire floor or floors for which Space is being offered and a plan of the floor of exit discharge.
 - All plans submitted for consideration shall include the locations of all exit stairs, elevators, and the Space(s) being
 offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of
 exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be
 provided.
 - 2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. PDF versions of the drawings are also required. Clean and purged files shall be submitted to the CO on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
 - Photostatic copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
 - 4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. If the offered Space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
 - 5. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The

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Offeror will be advised of any adjustments that are required to the corridors for determining the NUSF Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the NUSF square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the NUSF square footage that the most efficient corridor pattern would have yielded.

- K. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the CO. Advise whether there are existing vending facilities in the offered Building, and whether or not they have exclusive rights in the Building.
- L. If the Offeror requests any deviations, all deviations must be documented on Form 1364C in block labeled "Additional Remarks or Conditions with Respect to this Offer". VA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, VA at its sole discretion will make the decision whether to accept the deviation.
- M. Provide a test fit layout demonstrating that Government's space requirements can be accommodated within the Space offered.
- N. Provide responses to the evaluation criteria in accordance with Section 4.07, "Other Award Factors" on GSA Form R101A.

SECTION 4 METHOD OF AWARD

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012) INTENTIONALLY DELETED

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

- A. HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364C, Standard Lease Proposal. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the CO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the CO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.
- B. If a HUBZone SBC that has not waived the price preference is awarded the lease, the certification required by the "Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the CO with information regarding a change to its HUBZone eligibility prior to award, then the lease shall be subject, at the CO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

4.03 AWARD BASED ON PRICE (SIMPLIFIED) (JUN 2012) INTENTIONALLY DELETED

4.04 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (JUN 2012)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per NUSF and a breakout of the "base" price per RSF and NUSF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per NUSF from which adjustments are made will be the base price for the term of the lease, including any option periods.
- B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields net usable space within the required NUSF range. The Government will verify the amount of net usable square footage and will convert the rentable prices offered to net usable prices, which will subsequently be used in the price evaluation.
- C. Evaluation of offered prices will be based on the annual price per NUSF, including all required option periods. The Government will perform present value price evaluation by reducing the prices to a composite annual price per NUSF price, as follows:
 - 1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per NUSF price will be determined by dividing the total annual rental by the total net usable square footage excluding these areas.
 - 2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
 - 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.
 - 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to VA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 - 5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).
 - 6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

- 7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.
 - d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
- 8. The sum of either paragraphs 5 and 7 or paragraphs 6 and 7, divided by the NUSF will be the present value cost per NUSF of the offer for price evaluation purposes.

4.05 AWARD (SIMPLIFIED) (JUN 2012)

- A. To document the agreement between the parties, the successful Offeror and the VA CO will execute a Lease prepared by VA, which incorporates the agreement of the parties. The Lease shall consist of the following:
 - 1. Lease No. VA528-13-L-0091 and any associated Lease amendments.
 - 2. Agency Special Requirement (ASR) package
 - 3. General Clauses included with the Lease and incorporated by reference.
 - 4. GSA Form 1364C, Standard Lease Proposal
 - 5. GSA Form 3518A, Representations and Certifications for Acquisitions of Leasehold Interests in Real Property.
 - 6. The pertinent provisions of the offer.
 - 7. Floor plans of the offered Space.

The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the CO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

4.06 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the VA CO or designated representative. When negotiations are conducted, VA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the CO or their designee. The CO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the CO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the CO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

4.07 OTHER AWARD FACTORS (JUN 2012)

The Government reserves the right to make an award based upon initial offers. The Lease will be awarded to the responsible offeror whose offer conforms to the requirements of this RLP and the lease documents.

- A. The Lease will be awarded to the responsible Offeror whose offer will be most advantageous to the Government.
- B. The combination of the factors below is approximately equal to price.

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- C. The following award factors are listed in descending order of importance:
 - Space located in a prime commercial office district with attractive, prestigious, professional surrounding, with nearby amenities as described in Section 1.03 of GSA Form R101A above. This includes, but not limited to, well maintained streets and sidewalks.

Please provide a narrative describing the location of the space as well as any amenities located nearby as described in Section 1.03 in GSA Form R101A.

2. Proximity of parking spaces to entrance to clinic.

Evaluation will be based on parking plan submitted with proposal in accordance with Section 3.10(G) of GSA Form R101A

 Any additional considerations offered, extra services or complimentary benefits (i.e. free rent) of the space outside of the lease requirements.

Please provide a narrative explaining any additional considerations offered, extra services or complimentary benefits of the space outside of the lease requirements.

Capacity for possible expansion as directed result of possible future increase in patient volume.

Please provide a narrative addressing the availability of space for possible space expansion in the future.

5. Promotion of Energy Efficiency and Use of Renewable Energy.

Please provide a narrative addressing how the Offeror currently promotes energy efficiency and use of renewable energy in the proposed space currently and address any plans for future improvements in accordance with Section 3.04 in GSA Form R101A.

6. Past Performance

Each offeror will be evaluated on his/her performance under existing and prior contracts for similar services. Albany VA Medical Center will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. Offerors shall submit the following:

- a. Contractor shall demonstrate past performance by identifying a maximum of three (3) references for whom leases of similar scope, size and complexity are either ongoing or were completed within the past three years. Each reference should be able to assess the Lessor's performance and provide information to VA regarding customer satisfaction. Include the following information:
 - (1) Company name and address
 - (2) Types of services performed
 - (3) Name, telephone number or e-mail address of responsible individuals who have firsthand knowledge of performance relative to the same type of services
 - (4) Dates of contract performance
 - (5) Total contract value and;
- b. Offerors shall provide their references with a copy of the Past Performance Survey (Exhibit I) and have it returned to the Contracting Officer no later than the offer due date and time specified on the cover page of the GSA Form R101A. Surveys should be faxed to the attention of Stephanie French at 315-425-4883 or can be scanned and emailed to STEPHANIE.FRENCH@VA.GOV.
- Provide a description of any material legal proceedings against the Contractor by a Federal or state regulatory
 agencies that might impact a contract for these services.
- d. The Contracting Officer's determination of whether an offeror has acceptable past performance will be a subjective assessment based on information received from the contractor and it's references. VA may also use information available in its own files; from electronic databases such as the Past Performance Retrieval System (PPIRS) or from any other source it deems appropriate.
- e. In accordance with FAR 15.305, offerors without relevant past performance or for whom information is not available will not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no relevant past performance may not represent the most advantageous proposal to the Government
- D. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining

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whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in accordance with the evaluation factors and the applied price preference, and award made to the offer determined to be most advantageous to the Government. The CO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

E. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MODIFIED PARAGRAPHS

The following paragraphs have been modified in this Lease:

- 1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)
- 1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (JUN 2012)
- 1.03 NEIGHBORHOOD, PARKING, AND LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (JUN 2012)
- 1.06 LEASE DESCRIPTION (SIMPLIFIED) (SEP 2012)
- 1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)
- 1.06 LEASE DESCRIPTION (SIMPLIFIED) (SEP 2012)
- 2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)
- 2.05 HISTORIC PREFERENCE (SIMPLIFIED) (JUN 2012)
- 3.01 GENERAL INSTRUCTIONS (JUN 2012)
- 3.02 RECEIPT OF LEASE PROPOSALS (SEP 2011)
- 3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012)
- 3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)
- 3.09 PRICING TERMS (SEP 2012)
- 3.10 ADDITIONAL SUBMITTALS (SEP 2012)
- 4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)
- 4.05 AWARD (SIMPLIFIED) (JUN 2012)
- 4.06 NEGOTIATIONS (JUN 2012)
- 4.07 OTHER AWARD FACTORS (JUN 2012)

5.02 INSPECTION—RIGHT OF ENTRY (JUN 2012)

- A. At any time and from time to time after receipt of an Offer (until the same has been duly withdrawn or rejected) the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the Premises, and all other areas of the Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:
 - Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers.
 - Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.
 - 3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
 - 4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.
- B. Nothing in this paragraph shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this paragraph is to promote the ease

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with which the Government may inspect the Building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror's failure to inspect for or correct a hazardous condition.

5.03 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the CO to facilitate the Government's determination in this regard.

LEASE NO. VA528-13-L-0091

Simplified Lease GSA FORM L201A (October 2012)

INSTRUCTIONS TO OFFERORS: Do not attempt to complete this lease form (GSA Lease Form L201A. hereinafter Lease Form). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364C, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between Lessor's Full Legal Name (exactly as listed in System for Award Management) (Lessor), whose principal place of business address is whose interest in the Property described herein is that of Fee Owner, and The United States of America (Government), acting by and through the designated representative of the Department of Veterans Affairs (VA), upon the terms and conditions set forth herein Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows: Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at and more fully described in Section 1 and Exhibit XX, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by VA. **LEASE TERM** To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of Up to 10 Years: 5 Years Firm, with 5, 1 year Option Periods subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government. In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor. FOR THE LESSOR: FOR THE GOVERNMENT: JONATHAN AIKIN Name: Title: __ Contracting Officer Department of Veterans Affairs Entity Name: _____ Date: _ Date: WITNESSED FOR THE LESSOR BY: Name: __ Title: ___ Date: The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163. LESSOR: ____ GOVERNMENT: ____ LEASE NO. VA528-13-L-0091, PAGE 1 **GSA FORM L201A (10/12)**

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Proposal to Lease Space, GSA Form 1364C.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 20, Proposal to Lease Space, GSA Form 1364C. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

- A. <u>Parking</u>: Parking and drive facilities must be kept pot hole free and repaved, seal coated and re-striped as necessary to assure the surface is sound and safe for patients and staff. Parking striping is required for all spaces utilized by the VA. Parking bumpers are required. The cost of constructing new or improving existing parking and drive facilities shall be the lessor's responsibility.
- B. <u>Antennas, Satellite Dishes, and Related Transmission Devices</u>: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on GSA Form 1364C and the actual net usable square ft. (NUSF) delivered for occupancy and use by the Government, not to exceed the maximum NUSF solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs), if amortized and not paid lump sum, specified in the Lease, including those described on GSA Form 1364C and the Agency Special Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on GSA Form 1364C, rights to parking areas will be deemed included in the rent.

The Government may elect to make a lump sum payment for TI work at time of award. That part of the TI price amortized in the rent shall be reduced accordingly. At any time after occupancy during the firm term, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TI price. If the Government elects to make a lump sum payment for the TI after occupancy, the payment of the TI by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

Rent shall not be adjusted for changes in taxes or operating costs.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)

Tom Cairns (Broker) is the authorized real estate broker representing VA in connection with this Lease transaction. The total amount of the commission to the Broker is earned upon Lease execution, payable according to the commission agreement signed between the two parties. Only a portion of the commission will be payable to Tom Cairns with the remaining portion, which is the Commission Credit, to be credited to the <u>initial</u> rental payments due and owing under this Lease. Beginning with the first month's rent due the reduction shall be taken in equal monthly amounts over the fewest number of months until the credit has been fully recaptured. The exact amount of the Commission Credit and the schedule for adjusted Monthly Rent payments will be determined following Lease Award and documented in a Lease Amendment.

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, at any time after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)

This Lease may be renewed at the option of the Government for a term of **FIVE (5) – ONE (1) YEAR OPTIONS** at the rental rate(s) set forth on Form 1364C, provided notice is given to the Lessor at least **60 days** before the end of the original Lease term or **60 days** before the end of the Option Year term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)

The following documents are as attached to and made part of the Lease:

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	No. of	
DOCUMENT NAME	PAGES	Ехнівіт
Standard Lease Proposal to Lease Space (GSA Form		
1364C)		
Agency Special Requirements, Dated 5/22/2013		
Representations and Certifications (GSA Form 3518A)		
Floor Plan(s) Delineating the Premises		
Parking Plan(s)		
Amendments to RLP No. VA528-13-R-0133		

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011) INTENTIONALLY DELETED

1.09 OPERATING COST BASE (AUG 2011) INTENTIONALLY DELETED

1.10 ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

A.			
B.			
C.			

1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the CO (or representative designated by the CO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the CO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the CO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

1.12 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$X.XX per hour per zone
- No. of zones: X
- \$X.XX per hour for the entire Space.

1.13 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$X.XX per NUSF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

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SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. <u>Appurtenant Areas.</u> Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.
- B. <u>Broker</u>. If VA awarded this Lease using a contract real estate broker, Broker shall refer to VA's broker.
- C. <u>Building</u>. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. <u>Commission Credit</u>. If VA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. <u>Common Area Factor (CAF)</u>. The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the NUSF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF (RSF) and net usable SF (NUSF), divided by the NUSF. For example 11,500 RSF and 10,000 NUSF will have a CAF of 15% [(11,500 RSF-10,000 NUSF)/10,000 NUSF].
- F. <u>Contract</u>. Contract and contractor means Lease and Lessor, respectively.
- G. <u>Days</u>. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. <u>FAR/GSAR</u>. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. <u>Firm Term/Non-Firm Term</u>. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. <u>Lease Term Commencement Date</u>. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. <u>Lease Award Date</u>. The Lease Award Date means the date that the Lease is executed by the CO (and on which the parties' obligations under the Lease begin).
- L. <u>Premises</u>. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section I of this Lease, and delineated by plan in the attached Exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. <u>Property</u>. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. <u>Rentable Space or Rentable Square Feet (RSF)</u>. Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical Building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: NUSF of Space x (1 + CAF) = RSF.
- O. <u>Space</u>. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. The area where a tenant normally houses personnel and/or furniture, for which a NUSF measurement is to be computed.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Contracting Officer (CO) by notice without an express delegation by the prior CO.

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2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)

- A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a VA-approved form when specifically authorized to do so by the Contracting Officer. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease.
- B. Orders for Tenant Improvements \$150,000 or less may be placed by the CO or a warranted contracting officer in VA when specifically authorized to do so by the Contracting Officer. This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101).
- C. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If VA awarded the Lease through its Broker, the Lessor shall pay VA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to VA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (JUN 2012)

- A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Contracting Officer within five days of the transfer of title.
- B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
- C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.
- D. In addition to all documents required by FAR 42.1204, the CO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
- E. If the CO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.
- F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must complete a System for Award Management (SAM) registration (See FAR 52.232-33) and complete and sign GSA Form 3518A, Representations and Certifications and provide to the CO.
- G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the CO under sub-paragraph- D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED

2.08 ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED) (SEPT 2011)

If the Government elects to vacate the Premises in whole or in part during the term of the Lease, the rent shall be reduced by subtracting from the rental rate the amount specified for in Block 27, GSA Form 1364C. The Government shall be entitled to reduce the rent **30 days** after providing notice of vacating the Premises.

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2.09 OPERATING COSTS ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED

2.10 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (2011)

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 180 days from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within 30 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 180 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

2.11 DEFAULT BY LESSOR (APR 2012)

- A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:
 - (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
 - (3) Grounds for Termination. The Government may terminate the Lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
 - (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

2.12 INTEGRATED AGREEMENT (JAN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly incorporated by reference in Section 1 of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

2.13 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

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2.14 552.270-14 CHANGES (SEPT 1999) (VARIATION)

- A. The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - 1. Specifications (including drawings and designs);
 - 2. Work or services;
 - 3. Facilities or space layout; or
 - 4. Amount of space, provided the Lessor consents to the change.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance under this Lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - 1. A modification of the delivery date:
 - 2. An equitable adjustment in the rental rate; or
 - 3. A lump sum equitable adjustment; or
 - 4. An equitable adjustment of the annual operating costs per net usable square foot specified in this lease.
- C. The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- D Absent such written change order, the Government shall not be liable to Lessor under this clause.

2.15 COMPLIANCE WITH APPLICABLE LAW (SIMPLIFIED) (APR 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, demolition, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (JAN 2011)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the CO, the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2.17 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (MAR 2013)

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

- 1. FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
- FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012) (Applicable if over \$25,000)
- 3. 52.204-99, SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUG 2012) (DEVIATION)
- 4. FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010) (Applicable to Leases over \$30,000.)
- 5. FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$700,000.)
- 6. FAR 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable if over \$700,000.)
- 7. FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE III (JUL 2010) (Applicable to Leases over \$650,000.)
- FAR 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to Leases over \$650,000.)
- 9. FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012) (Applicable to Leases exceeding \$3,000.)
- 10. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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- 11. FAR 52.222-26, EQUAL OPPORTUNITY (MAR 2007)
- 12. FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (Applicable to Leases over \$100,000.)
- 13. FAR 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) (Applicable to Leases over \$15,000.)
- 14. FAR 52.222-37, EMPLOYMENT REPORTS VETERANS (SEP 2010) (Applicable to Leases over \$100,000.)
- 15. FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over \$150,000 average net annual rent including option periods as well as to any Leases of any value awarded to an individual)
- 16. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 17. FAR 52.233-1, DISPUTES (JUL 2002)
- 18. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (FEB 1996)
- 19. GSAR 552.232-23, ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to Leases over \$3,000.)
- 20. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

2.18 RELOCATION ASSISTANCE ACT (APR 2011)

- A. If the Lessor satisfies the requirements of this Lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing regulations at 49 CFR Part 24.
- B. The Lessor shall give the Contracting Officer the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

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SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the CO. The CO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this RLP and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at http://www.epa.gov.
- B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the CO with the TI pricing submittal. The request for waiver shall be based on the following criteria:
 - 1. The cost of the recommended product is unreasonable.
 - 2. Inadequate competition exists.
 - 3. Items are not available within a reasonable period.
 - 4. Items do not meet Lease performance standards.

3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site WWW.BIOBASED.OCE.USDA.GOV/FB4P/. In general, environmentally preferable products and materials do one or more of the following:

Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.

- 1. Minimize the consumption of resources, energy, and water.
- 2. Prevent the creation of solid waste, air pollution, or water pollution.
- 3. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the lease Premises, or to be removed from the lease Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the CO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TI, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the CO.

3.05 WOOD PRODUCTS (AUG 2008)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (<a href="https://www.certified.com/www.certified.
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.
- D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

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3.06 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.07 BUILDING SHELL REQUIREMENTS (JUN 2012)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base Building only on multitenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.
- B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.
- D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.10 **VESTIBULES (APR 2011)**

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Lessor shall provide a walk-off carpet tile to control dirt and particulates from entering the Building at all primary exterior entryways. Refer to attached Finish Schedule for additional flooring requirements.
- C. Entrances for direct access into the space shall have two (2) entrance doors, 1-exterior and 1-within the vestibule. Both doors are to be glass, ADA compliant, with power door operators. The vestibule area is to have 2 or more sides of glass allowing visibility into the space.

3.11 MEANS OF EGRESS (JUN 2012)

- A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the award date of this Lease).
- B. The Space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

D.	A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.				
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E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)

- A. Any portion of the Premises located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Premises is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Premises is on or above the sixth floor, and lease of the Premises will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 square feet or more NUSF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems, current as of the award date of this Lease.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the award date of this Lease).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems. Any "equivalent level of safety" designs that are proposed shall follow strict compliance to codes and standards and will require the Government's approval.

3.13 FIRE ALARM SYSTEM (JUN 2012)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Premises is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code* (current as the award of the Lease).
- C. The fire alarm system shall automatically notify the local fire department, remote station, or UL listed central station.
- D. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the award of the Lease), prior to Government acceptance and occupancy of the Premises.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - 1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).
- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR label during the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR label, then Lessor must earn the ENERGY STAR label within 18 months after occupancy by the Government.

3.15 ELEVATORS (SIMPLIFIED) (JUN 2012)

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

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- B. <u>Code</u>: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, Safety Code for Elevators and Escalators (current as of the award date of this Lease). Where provided, elevator-lobby and elevator-machine-room smoke detectors shall activate the Building fire alarm system, provide Phase 1 automatic recall of the elevators, and automatically notify either the local fire department, remote station or UL listed central station. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. <u>Safety Systems</u>: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

3.16 **DEMOLITION (JUN 2012)**

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.17 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.18 CEILINGS (SIMPLIFIED) (DEC 2011)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the CO) throughout the Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

Offices and conference rooms shall have mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the CO. Tiles or panels shall contain recycled content. Restrooms shall have plastered or spackled and taped gypsum board.

3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)

- A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.
- B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 42" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the CO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements stated herein. Properly rated and labeled "fire door assemblies" shall be installed on all fire egress doors.
- C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.20 WINDOWS (SIMPLIFIED) (AUG 2011)

All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.21 PARTITIONS: PERMANENT (JUN 2012)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the award date of this Lease.

3.22 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

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- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the Building is located.

3.23 PAINTING - SHELL (JUN 2012)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.24 FLOORS AND FLOOR LOAD (JUN 2012)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the CO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per NUSF plus 20 pounds per NUSF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per NUSF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.25 FLOOR COVERING AND PERIMETERS (SIMPLIFIED) (JUN 2012)

- A. Flooring material through Building common areas shall be of quality materials, as approved by the CO.
- B. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.26 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.27 ELECTRICAL (SIMPLIFIED) (JUN 2012)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.28 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED

3.29 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.30 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.31 RESTROOMS (JUN 2012)

A. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

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- B. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.
- C. Each main restroom shall contain the following:
 - A mirror and shelf above the lavatory.
 - 2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
 - 3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
 - 4. A modern paper towel dispenser, soap dispenser, and waste receptacle.
 - 5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
 - 6. A disposable toilet seat cover dispenser.
- 7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
 - A floor drain.
 - 9. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.
 - 10. A baby changing station in restroom adjacent to the Blood Draw Room and in the Common Area (if applicable).
- D. Refer to Attached Agency Special Requirements

3.32 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <u>HTTP://WWW.EPA.GOV/WATERSENSE/</u>.

3.33 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SIMPLIFIED) (JUN 2012)

Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1. Pre-filters shall have a MERV efficiency of 8. Final filters shall have a MERV efficiency of 13. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

3.34 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)

- A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall conform to the specifications for Telecommunications Systems located in the Agency Special Requirements.
- B. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED.

3.35 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012)

- A. The Government reserves the right to contract its own telecommunications service in the Space.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space, or, if existing Building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the leased Space shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

3.36 LIGHTING: INTERIOR AND PARKING – SHELL (SIMPLIFIED) (JUN 2012)

A. Deep cell parabolic louver 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other Building standard fixtures approved by the CO) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 net usable sq. ft. The Lessor shall provide occupancy sensors and/or

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scheduling controls through the building automation system to reduce the hours that the lights are on when the Space is unoccupied and shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

- B. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the Space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be approved by the CO. When the Space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- C. Adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the Building to discourage crimes against persons shall be provided. Exterior Building lighting must have emergency power backup to provide for safe evacuation of the Building in case of natural disaster, power outage, or criminal/terrorist activity.

3.37 INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012)

- A. The Lessor shall provide to the Contracting Officer material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The CO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of eight (8) at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) (52.2-1999, HVAC Use During Construction). The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - 1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - 2. No permanent diffusers are used;
 - 3. No plenum type return air system is employed;
 - The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - 5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

- 1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
- 2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
- 3. Any deviation from this ventilation plan must be approved by the CO.
- 4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
- 6. Protect stored onsite and installed absorptive materials from moisture damage.

3.38 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to VA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

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SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (JUN 2012)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

- A. <u>Design Intent Drawings</u>. The Lessor shall prepare and deliver to the Contracting Officer design intent drawings (DIDs) meeting all requirements set forth in the Lease within 10 Working Days of the Lease Award Date. The Contracting Officer shall respond within 10 Working Days of receipt of the DIDs by either issuing a Notice to Proceed or providing notice indicating the manner in which the DIDs do not meet all requirements of the Lease. If the DIDs do not conform to the Lease requirements, the Lessor shall revise and resubmit the DIDs within 3 Working Days. The Lessor shall be responsible for delays to Acceptance of the Premises attributable to the Lessor's failure to prepare DIDs conforming to the Lease requirements.
- B. <u>Notice to Proceed (NTP)</u>. If the DIDs conform to the Lease requirements, the Contracting Officer shall issue NTP; however, the Contracting Officer shall not be obligated to issue a NTP less than 10 Working Days from receipt of DIDs, as originally submitted or revised. Issuance of NTP shall not be construed as a waiver of any requirement set forth in this Lease.
- C. <u>Construction Schedule</u>. The Lessor shall complete all required build-out conforming to the Lease and approved DIDs within 40 Working Days of issuance of NTP.

4.02 GREEN LEASE SUBMITTALS (SIMPLIFIED) (JUN 2012)

The Lessor shall submit to the CO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.
- B. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the Lease.
- If renewable source power is purchased, documentation within 9 months of occupancy.

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEPT 2011)

The Lessor shall furnish a detailed construction schedule to the Government Contracting Officer within five Working Days of issuance of the NTP. The Lessor shall arrange the initial Construction Meeting and shall keep meeting minutes of discussion topics and attendance for this and all subsequent meetings.

4.04 ACCESS PRIOR TO ACCEPTANCE OF SPACE (SIMPLIFIED) (APR 2011)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

4.05 CONSTRUCTION INSPECTIONS (APR 2011)

- A. The CO or the CO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the CO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (JAN 2011)

The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete and a Certificate of Occupancy (C of O) (or its equivalent) has been issued. The Space shall be considered substantially

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complete if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of latent defects or fraud, but shall not relieve the Lessor of any other Lease requirements.

4.07 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total NUSF in the Space, which, together with the CAF established in GSA Form 1364C, will yield the total Rentable Area of the Premises. The rent for the Space will be adjusted based on the measured net usable square footage for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.08 AS-BUILT DRAWINGS (JUN 2012)

Not later than 60 days after the acceptance of the Space, the Lessor, at the Lessor's expense, shall furnish to the Contracting Officer a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on VA equipment, if requested by the CO.

4.09 SEISMIC RETROFIT (SEP 2012) INTENTIONALLY DELETED

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SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (SIMPLIFIED) (JUN 2012)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, fulfillment of all requirements designated as TIs within this section or designated as TI within the attached Agency Special Requirements shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SIMPLIFIED) (JUN 2012)

Refer to Attached Finish Schedule in Agency Special Requirements. Finishes must be approved by VA prior to installation.

5.03 WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)

- A. WINDOW BLINDS: All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of 1'inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection shall be made by the Contracting Officer.
- B. DRAPERIES: If draperies are required, the following minimum requirements shall apply:
 - 1. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor-, apron- or sill length as specified by the Government and shall be wide enough to cover and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Travers rods shall draw from the center, right side or left side.
 - 2. Construction. Any draperies to be newly installed shall be made as follows:
 - a. Fullness of 100 percent, including overlap, side hems and necessary returns;
 - b. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - c. Double side hems of 1½"; 4-inch doubled and blind stitched bottom hems;
 - d. Three-fold pinch pleats;
 - e. Safety stitched intermediate seams;
 - f. Matched patterns:
 - g. Tacked corners and
 - No raw edges or exposed seams.
 - 3. Use of existing draperies must be approved by the Contracting Officer.

5.04 DOORS: SUITE ENTRY (JUN 2012)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 42" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (JUN 2012)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 42" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the CO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (JUN 2012)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 7-pin, tumbler cylinder locks with removable cores and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Contracting Officer. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA101or the International Building Code current as of the award date of this Lease.

Doors requiring automatic door closers: Vestibule, entrance, restrooms.

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Refer to Attached Hardware Schedule in Agency Special Requirements.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tls. The form of door identification shall be approved by the Contracting Officer.

5.08 PARTITIONS: SUBDIVIDING (JUN 2012)

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E 84).
- B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements. Prior approval is required from CO.
- E. Rooms that are designated as Treatment/Consultation rooms (i.e Exam Rooms, BVAC Office) shall have additional sound dampening; whether that is by additional insulation or provided by specific material, the Lessor shall provide the information in the drawings and specifications prior to construction as a submittal. Sound insulation is also required above the ceiling if the ceiling is of the suspended type. Above-ceiling insulation shall be a minimum of 6" fiberglass batt type.

5.09 WALL FINISHES (JUN 2012)

If the Government chooses to install wall coverings, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

Refer to Attached Finish Schedule in Agency Special Requirements.

5.10 PAINTING - TI (JUN 2012)

- A. Prior to acceptance, all surfaces within the Space which are designated by VA for painting shall be newly finished in colors acceptable to the Government.
- B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:
 - 1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 - 2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 - 3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per litre (g/L).
 - b.
 - c. Non-flats: 150 g/L.
 - d.
 - 4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
 - 5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
 - 6. Floor coatings: 100 g/L
 - 7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.

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- 8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
- 9. Stains: 250 g/L.
- C. Use reprocessed latex paint in accordance with EPA's CPG (on all painted surfaces where feasible). The type of paint shall be approved by the Government.
- D. Refer to Attached Finish Schedule in Agency Special Requirements.

5.11 FLOOR COVERINGS AND PERIMETERS (JUN 2012)

- A. Floor perimeters at partitions shall have wood, rubber or vinyl. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.
- C. Any alternate flooring shall be pre-approved by the Contracting Officer.
- D. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.
- E. Refer to Attached Finish Schedule in Agency Special Requirements.

5.12 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 NUSF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable Space heaters are prohibited.

5.13 ELECTRICAL: DISTRIBUTION (JUN 2012)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Locations of telecommunications floor and/or wall outlets shall be provided by the Government once the floor plan has been accepted. All outlets, cabling, equipment, etc. shall be provided and installed as part of the TI's pursuant to the specification for TELECOMMUNICATION SYSTEMS located in the Agency Special Requirements attachment.

5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

- 5.16 DATA DISTRIBUTION (JUN 2012) INTENTIONALLY DELETED
- 5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) INTENTIONALLY DELETED
- 5.18 LIGHTING: INTERIOR AND PARKING TI (SIMPLIFIED) (JUN 2012)
- A. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). Any additional fixtures required beyond the ratio stated under the "Lighting: Interior and Parking- Shell (Simplified)" paragraph in this Lease are part of the Tls.
- B. There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Agency Special Requirements attached to this Lease.

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SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)

The Government's normal hours of operations are established as 6:00 AM to 6:30 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after normal hours of operations, Monday through Friday, with the exception of Federal holidays.

The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPATE FROM RENTAL FOR SIMPLIFIED LEASES (SEP 2011) INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Contracting Officer or Contracting Officer's Representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

6.05 HEATING AND AIR CONDITIONING (AUG 2011)

- A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
- B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's Contracting Officer or designated representative.
- C. Thermal comfort. During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.
- D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.
- E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.06 OVERTIME HVAC USAGE (SIMPLIFIED) (SEPT 2011)

- A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth on GSA Form 1364C, block 27. Overtime usage services may be ordered by the Government's Contracting Officer only.
- B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved VA requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.
- C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

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The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the CO's evaluation of results, not the frequency or method of performance.

- A. <u>Daily</u>. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. <u>Three times a week</u>. Sweep or vacuum stairs.
- C. <u>Weekly</u>. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. <u>Every two weeks</u>. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. <u>Monthly</u>. Thoroughly dust furniture. Completely sweep and/or vacuum flooring. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. <u>Every two months</u>. Damp wipe restroom wastepaper receptacles, stall partitions, walls, doors, and frames. Shampoo entrance and elevator carpets in common areas.
- G. <u>Three times a year</u>. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies.
- H. <u>Twice a year</u>. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
- I. <u>Annually.</u> Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. THIS SUB-PARAGRAPH INTENTIONALLY DELETED
- K. <u>Every five years</u>. Dry clean or wash (as appropriate) all draperies.
- L. <u>As required.</u> Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. <u>Pest control.</u> Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

- A. Use products that are packaged ecologically:
- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and,
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

Note: Examples of acceptable products may be found at <u>WWW.gsa.gov/p2products</u>.

6.09 SELECTION OF PAPER PRODUCTS (JUN 2012)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

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6.11 MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012)

The Lessor is responsible for the total maintenance and repair of the leased Premises, including the site and private access roads. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's Contracting Officer, upon request, at the Lessor's expense.

At the Lessor's expense, the Government will require documentation of proper operations for testing, inspection and maintenance of fire protection systems such as fire alarm, fire extinguishers, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation and continue to maintain and test these fire protection systems during Government occupancy in accordance with current editions of life safety codes and standards. These tests may be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (JUN 2012)

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,
 - Lessor shall repaint common areas at least every three years.
 - 2. Lessor shall perform cyclical repainting of the Space every 2 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's expense.

B. Flooring.

- 1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose: or.
 - Tears or tripping hazards are present.
- 2. THIS SUB-PARAGRAPH INTENTIONALLY DELETED
- 3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after the normal hours as established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations. This individual's contact information shall be provided to both the CO and the COR.

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2012)

The Government reserves the right to verify identities of contract personnel with routine pre-occupancy and/or unaccompanied access to Government space. All Lessor employees who require access to the Department of Veterans Affairs' computer system, access to sensitive records or require unaccompanied access to the facility shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start of the contract, the contractor will be responsible for the actions of those individuals they provide to perform work for VA.

The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system. Lessor compliance with sub-paragraphs below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

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- Position Sensitivity The position sensitivity has been designated as low risk.
- Background Investigation The level of background investigation commensurate with the required level of access is National Agency Check with Written Inquiries (NACI).

3. Lessor Responsibilities -

- (a) The Lessor shall bear the expense of obtaining background investigations, regardless of the final adjudication determination. A Bill of Collections shall be generated by the VA after final adjudication determination has been received. The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the contractor shall reimburse VA within 30 days of receiving the Bill of Collections. The cost of a National Agency Check with Written Inquiries (NACI) background investigation is currently \$267.00. If a federal background investigation has previously been completed and is able to be reciprocated, the contractor shall reimburse the VA the cost of background investigation, which is currently \$27.00. These prices are established by OPM/VA Security Investigations Center (SIC) guidelines and are subject to change.
- (b) The Lessor shall review the packet of information provided by the VA regarding background investigations and complete and submit required forms as directed in the instructions. The Lessor must ensure the Contracting Officer or the Contracting Officer's designated representative has all of the requested documentation to ensure the completion of the investigation.
- (c) Investigations shall be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
- (d) Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
- (e) Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.
- (f) Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit the documentation for every employee covered by this paragraph on a 5 year basis.

4. Government Responsibilities -

- (a) Upon contract award, the VA will provide the contractor with a packet of information regarding the background investigation process. This packet will contain instructions and forms that must be completed in order to initiate the background investigation process.
- (b) The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the contractor will reimburse the VA facility within 30 days of receiving the Bill of Collections.
- (c) The VA Office of Security and Law Enforcement will notify the Contracting Officer after adjudicating the results of the background investigations received from OPM.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the CO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.18 RECYCLING (SIMPLIFIED) (JUN 2012)

Where State or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such State and/or local law, code, or ordinance. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.19 INDOOR AIR QUALITY (JUN 2012)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the VA indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO2 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

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EXHIBIT A

- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
 - 1. Making available information on Building operations and Lessor activities;
 - 2. Providing access to Space for assessment and testing, if required; and
 - Implementing corrective measures required by the CO.
- E. The Lessor shall provide to the Contracting Officer material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:
 - 1. The Space;
 - 2. Common Building areas;
 - 3. Ventilation systems and zones serving the leased Space; and
 - 4. The area above suspended ceilings and engineering space in the same ventilation zone as the leased Space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per sq. ft., no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.20 RADON IN AIR (AUG 2008)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide Space in which in-air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, go to: https://www.epa.gov/radon/zonemap.html.

6.21 RADON IN WATER (JUN 2012)

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the CO prior to the Government occupying the Space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.22 HAZARDOUS MATERIALS (OCT 1996)

The leased Space shall be free of hazardous materials according to applicable Federal, state, and local environmental regulations.

6.23 MOLD (SIMPLIFIED) (SEPT 2011)

- A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide Space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present (Indicators).

6.24 OCCUPANT EMERGENCY PLANS (APR 2011)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

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SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 MODIFIED PARAGRAPHS

6.14 6.15

The following paragraphs have been modified in this Lease:

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1.02	EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)
1.03	RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)
1.05	TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)
1.06	RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)
2.01	DEFINITIONS AND GENERAL TERMS (JUN 2012)
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)
2.14	552.270-14 CHANGES (SEPT 1999) (VARIATION)
3.08	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)
3.10	VESTIBULES (APR 2011)
3.12	AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)
3.14	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)
3.18	CEILINGS (SIMPLIFIED) (DEC 2011)
3.25	FLOOR COVERING AND PERIMETERS (SIMPLIFIED) (JUN 2012)
3.31	RESTROOMS (JUN 2012)
3.34	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)
5.01	TENANT IMPROVEMENT REQUIREMENTS (SIMPLIFIED) (JUN 2012)
5.02	FINISH SELECTIONS (SIMPLIFIED) (JUN 2012)
5.03	WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)
5.04	DOORS: SUITE ENTRY (JUN 2012)
5.05	DOORS: INTERIOR (JUN 2012)
5.06	DOORS: HARDWARE (JUN 2012)
5.08	PARTITIONS: SUBDIVIDING (JUN 2012)
5.09	WALL FINISHES (JUN 2012)
5.10	PAINTING – TI (JUN 2012)
5.11	FLOOR COVERINGS AND PERIMETERS (JUN 2012)
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)
6.11	MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012)
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012)
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)

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IDENTITY VERIFICATION OF PERSONNEL (SEP 2012)

7.02 LABOR STANDARDS (JUN 2012)

The following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the CO. Full text versions are also available at http://www.acquisition.gov/far/.

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

7.03 RECORDING REQUIREMENTS

The Lessor shall be required to execute all documents necessary to record the lease in the county or political subdivision in which the building is located. The recordation and all expenses associated with this action are the responsibility of the Lessor. This action must be accomplished within 30 calendar days after award. Evidence of such must be provided to the Contracting Officer.

7.04 FAILURE IN PERFORMANCE (SEPT 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law

7.05 DAVIS BACON WAGE RATES DETERMINATION

The following Davis Bacon Wage Rates General Decision apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete:

General Decision Number NY130002 applies and can be found at <u>WWW.DOL.GOV</u>, and as an attachment to the Lease.

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AGENCY SPECIAL REQUIREMENTS

1. Space Requirements:

Number	Area	Net Square Ft.	Remarks
1	Vestibule/Entrance	65	
2	Waiting Room	325	Privacy at check-in windows (2 each) required
	Computer Area	30	Part of but separated from the Waiting Area
3	Reception/ Front Office	200	
4	Exam Room #1	150	See Section 5.08, GSA Form L201A for additional requirements
5	Exam Room #2	150	See Section 5.08, GSA Form L201A for additional requirements
6	Exam Room #3	150	See Section 5.08, GSA Form L201A for additional requirements
7	Exam Room #4	150	See Section 5.08, GSA Form L201A for additional requirements
8	Patient Restroom	65	Adjacent to Blood Lab w/ pass thru window
9	Staff Restroom	65	Entrance via the Break Room
10	Exam Room Restroom	65	Full restroom attached to Exam Room for Women's Wellness
11	Triage Room	70	
12	Blood Draw Room	100	
13	Tele-Retinal Vic Room	60	
14	Bio-Hazard Room	20	
15	Provider's Office	110	
16	Medical Closet	10	Located in Provider's Office
17	Supply Closet	10	Located in Provider's Office
18	RN Office	100	
19	Conference Room	200	
20	BVAC Office	120	See Section 5.08, GSA Form L201A for additional requirements
21	Break Room	140	
22	IT Closet	60	6' x 10' minimum dimensions
23	General Supply Closet	10	Access from corridor
24	Janitor's Closet	40	Larger if required for Owner's needs
	tal Net Square Ft.	2465	
Int	ernal Circulation	1602	Internal Circulation Factor: 1.65
	Total NUSF	4067	

NOTE:

- 1. All areas are approximate and can be adjusted during design as needed.
- 2. Common areas, mechanical/electrical spaces not included. Internal Corridors included in internal circulation figure and total NUSF listed above.
- 3. Exam rooms to have a wall sink.
- 4. The restroom connected to an Exam Room shall be private and handicapped accessible.
- 5. The Blood Draw Room & Patient Restroom shall be adjacent to each other with a pass thru window between them.

2. Security Provisions:

- A. The installation, maintenance, monitoring and responsibility for notifying local police of clinic alarm activation should be accomplished by the Lessor through a contractual arrangement with a commercial security firm. The cost for installation shall be incorporated into the Tenant Improvement pricing and the cost for maintenance, monitoring and responsibility for notifying local police of clinic alarm activation shall be incorporated into the monthly rent payment pricing.
- B. Panic Alarm System: Lessor shall furnish and install one (1) panic alarm system. System shall have a wireless Panic Alarm device in rooms as noted below. Panic alarm device topography shall alarm back to the Reception area and the Nurses Office. Panic buttons shall be placed within the Reception area (to cover the Waiting Area) as well as all Exam Rooms and the Triage Room.
- C. Nurse's Call Station: Lessor shall furnish and install a nurse's call station in all restrooms. A horn strobe shall be centered over the door on the corridor side and the pull station to be installed above the ceramic wall tile adjacent to the toilet.
- D. Security System: Lessor shall provide and install a motion intrusion detection system for the entire VA space that is monitored by motion sensors, door contacts on exterior doors, and also door contact on IT room door. The system shall meet the following requirements but not limited to:
 - 1. An internal, automatically charging DC standby power supply and a primary AC power operations.
 - 2. An automatic reset capability following an intrusion detection.
 - 3. A local alarm level of 80 dB (min.) to 90 dB (max.) within the configuration of the protected area.

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- A low nuisance alarm susceptibility.
- Annunciators/keypad shall be located at front and rear entrances and shall have the capability of identifying protected zones.
- System shall have the capability of transmitting alarms to an off-site 24 hr. monitoring company and VA police service.
- 7. Telecommunications Closet: Room must have motion detection inside the room and intrusion detection on the door.
- 8. Motion detectors shall be installed in the Waiting Area, Conference Room, Corridor (as needed pending the configuration).

3. Hardware Schedule:

Office/Entrance w/ Tubular Deadbolt: Front Entrance, Waiting Area Entrance, Secondary Entrances(s)

Office/Entrance: Reception/Front Office, BVAC Office, Provider's Office, RN Office

Privacy: Exam Rooms, Tele Retinal Vic Room, Restrooms, Blood Draw Room, Triage

Passage: Conference, Storage, Medical and Storage Closets (Provider's Office), Break Room

Storage Room: Bio-Hazard, Storage Rooms, Door between Waiting Room and Medical Examination Area, Janitor's Closet, IT Room (Keyed Separately), Mechanical/Electrical Spaces

NOTE: All locksets may be non-mortise.

Keying: Provide removable core cylinders that are removable only with a special key or tool without disassembly of knob or lockset.

Cylinders shall be 7 pin type.

Locksets shall be Best Lock.

Finish: 630 Stainless Steel

4. Finish Schedule:

A. Flooring:

The following Heterogeneous Wood Look Sheet Flooring shall be used in the Waiting Room, Reception, Triage, RN Office, Blood Draw Room, Exam Rooms, BVAC Office, Conference Room, Supply Rooms, Corridors, Break Room, Provider's Office, Tele Retina Vic Room, Medical and Storage Closet (Provider' Office)

SV-1 Mannington Realties Gauge: 0.080, Width: 6', 9' or 12' Standard Color: Maple Grove 5622 Saddle Heat Weld Rod #842343 V-82 Adhesive

The following Homogeneous Sheet Flooring with heat welded seams shall be used in the Restrooms.

SV-2 Mannington Lifelines II Style: Frost

Gauge: 0.080 Width: 6'

Standard Color: Winter Wheat LL2111

Heat Weld Rod #842399

V-82 Adhesive

4" Integral Base using vinyl flooring specified shall be used in all exam rooms, Blood Draw Room, and the Restrooms.

CRB-1 Roppe 4" Rubber base Color: Sandstone

Entrance shall be wall to wall walk-off carpet tile that is ADA compliant and provides a safe non-skip surface that can help keep water and dirt from tracking into the Waiting Room.

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WMAT-1 Lee's FirstStep or StepUp Install: Quarter Turn Pattern Color: Charcoal Grey

Adhesive: Lees EverSeal

B. Paint

General Wall Paint: Benjamin Moore Eco Spec WB Interior Latex in Eggshell Finish 374:

Color: PT-1 OC-5 Maritime White

Accent Wall Paint: Benjamin Moore Eco Spec WB Interior Latex in Eggshell Finish 374:

Color: PT-2 1643 Franklin Lakes PT-3 HC-85 Fairview Taupe

NOTE: VA to provide paint finish locations after contract award during the Design Intent Drawing Process.

Benjamin Moore Eco Spec WB Interior Latex Semi-gloss finish 376 shall be used for all high traffic areas such as stairwells and utilitarian areas in either the general paint color or any of the accent paint colors.

Coronado Industrial Coatings Corotech DTM Semi-gloss finish shall be used for all metal trim and is formulated for direct to metal applications:

Color: PT-4 984 Stone Hearth

Benjamin Moore Eco Spec WB Interior Latex Semi-gloss finish 376 shall be used for all painted trim other than a metal surface:

Color: PT-5 Stone Hearth

C. Wall Protection:

All Restrooms shall be protected at all wet walls with a wainscot height (48" ± AFF) glazed ceramic wall tile minimum size of 4%" x 8½". Minimal grout line using epoxy grout and epoxy sealer shall be used. Trim and specialty pieces shall be used to ensure a professional looking installation

CWT-1 DalTile Modern Dimensions

Color: K175(1) Biscuit 4.25" x 8.5" with flat top

Cove Base in A3481 4.25" x 8.5"

Color: K175 Biscuit with Mapei Ultra Color Grout #14

D. Millwork Finishes:

For Blood Draw Room and Check-in/Reception and Break Room laminate countertops and transaction top shall be:

PLAM-1 Wilsonart 472K-52 Milano Quartz - Premium ^eon

5. Flag Pole Provision:

- A. If the Government is the sole occupant of the building, a flag pole shall be provided and installed at a location to be approved by the Contracting Officer. The flag shall be provided by the Lessor as part of the shell rent and replaced at times during the lease term when showing signs of wear.
- B. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government shall provide instructions when flags shall be flown at half-staff.
- C. Flag poles must extend at least 30 feet above the ground and be equipped with rope and hardware for one flag. This requirement shall be waived if determined inappropriate by the Government. Exterior lighting (two each light fixture spaced a minimum of 20 feet apart, mounted on the building or at grade) shall be provided to illuminate the flags at night. Automatic switching for light fixtures shall be provided.

6. Telecommunication System Specifications:

PART 1 – GENERAL:

1.1 WORK INCLUDED:

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- A. Work is to be performed for the U.S. Department of Veterans Affairs Hospital, Albany, NY.
- B. The Contractor shall provide and obtain approval from the Contracting Officer or his/her appointed technical representative for all submittals as defined in paragraph 1.3 (A) of this statement of work prior to installation.
- C. The Contractor will provide all submittals as defined in paragraph 1.3 (B) of this statement of work to the CO or his/her appointed technical representative prior to acceptance.
- D. Provide labor and all materials required for the installation of a complete in-building data cable infrastructure to include:
 - 1. Install a quad outlet consisting of two green category 5e voice and two orange category 5e data cables in an outlet at locations indicated on Drawings. Terminate all category 5e voice cables on 110 blocks in the telecommunications closet. Terminate all category 5e UTP cable on category 5e EIA/TIA 568B and high density patch panels mounted in a telecommunication rack in the telecommunications closet.
 - 2. Strike 'and remove'. If any cable in a faceplate fails pre-demolition certification, then all cables in that faceplate must not be re-used. Any cables that are disconnected must be labeled on their end with a permanent mark of the designation currently affixed to that cables faceplate. Any infrastructure faceplates that do not bear a designation must be brought to the attention of the VA prior to demolition. Any cables that cannot be reused must be pulled back to a point immediately outside of the telecommunication closet and neatly and individually coiled, labeled, and secured above the ceiling.
- E. Installation and testing to be completed with contractor owned or leased equipment, tools, and test sets at no additional cost to the VA.
- F. Provide all products and perform all installation work in accordance with applicable requirements and/or recommendations of:
 - 1. National Electrical Code (NEC)
 - 2. TIA/EIA –Telecommunications Industry Association/Electronic Industries Association, latest editions including referenced documents, updates, and addendums.
 - a. 568B.1 Commercial Building Telecommunications Wiring Standard (2001)
 - $b. \quad 569 A-Commercial\ Building\ Standard\ for\ Telecommunications\ Pathways\ and\ Spaces.$
 - c. 606 Administration Standards for the Telecommunications Infrastructure of Commercial Buildings.
- G. The VA will provide telephone and networking services to the building as well as all cross connects, patch cords, and equipment to bring service into the racks. Close coordination will be required.
- H. The Contractor shall be responsible for delivery, storage, protection and placement of all equipment and materials. At all times during the construction, the Contractor shall protect the equipment from damage and theft.

1.2 QUALITY ASSURANCE

A. All work to be performed in accordance with the guidelines published in EIA/TIA standards 568 and 569. Standards can be obtained from one of the following sources:

Global Engineering Documents 15 Inverness Way East Englewood, CO 80112 Tel: (800) 854-7179 (CDN/USA) Fax: (303) 397-2740 http://global.ihs.com

http://www.his.com

EIA Standards Sales Office
2001 Pennsylvania Ave., N.W.

Washington, DC 20006 Tel: (202) 457-4966

Telecommunications Industries Association (TIA) 2500 Wilson Boulevard, Suite 300, Arlington, VA 22201

Tel: (703) 907-7700 Fax: (703) 907-7727

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B. All manufacturers' installation instructions must be followed. Contractor shall notify the government in writing where discrepancies exist between this statement of work and the aforementioned industry standards, code or manufacturer instructions. Where conflicts exist, the contractor shall notify the VA Contracting Officer in writing and provide a recommended solution. The contractor shall await direction from the VA before proceeding with the installation in guestion.

C. All laborers involved in the installation and termination of cable must be certified in installation of the materials being installed and have at least one year experience. No less than 33% of on-site installers must have attended a vendor sponsored training program covering installation and termination of the materials being installed. Contractor shall provide documentation supporting experience and certification.

1.3 SUBMITTALS

A. Pre-Installation

- The contractor shall provide drawings that depict proposed faceplate location, proposed cable path and cable length estimates from point of origin to point of termination, and designations.
- 2. For each laborer provide proof of certification and experience.
- Proposed relay rack and 110 block layout, including panels and wire management for all racks in telecommunication closet.
- 4. Cable manufacturer's data.

B. Post-Installation

- 1. Submittals will be required for the following items:
 - a. Contractor shall provide drawings indicating actual faceplate location, cable path and length from point of origin to point of termination, and designations.
 - b. Relay rack layout, including panels and wire management for all racks in telecommunication closet.
 - c. A list of any cables removed that are not reused.
- Submittals of test results may be electronic and acceptable mediums are on CD or E-Mail attachment in PDF format. Each test shall clearly indicate jack and/or cable designation.

1.4 GUARANTEE

A. Guarantee all work against faulty and improper material and workmanship for a minimum period of one (1) year from the date of final written acceptance by the VA, or last documented problem with the installation; except where product guarantee or warranties for longer terms are specified.

PART 2 - PRODUCTS

2.1 HORIZONTAL DISTRIBUTION

- A. All Unshielded Twisted Pair (UTP) cable shall be communications plenum cable (CMP) rated 4-pair cable, of 24 AWG solid copper conductors under a common sheath. Cable must meet the requirements of EIA/TIA-TSB-36.
- B. All category 5e voice cabling shall be terminated in the telecommunication closet on a wall mounted 110 block. All station jacks must be category 5e jacks mounted in appropriate faceplates and/or mounting frames.

The voice jacks at the station outlet shall be installed in the top positions of a quad faceplate. The top left position will be a yellow RJ45 jack, top right position will be a green RJ45 jack. The data jacks at the station outlet shall be installed in the bottom positions of a quad faceplate, bottom left position will be a blue RJ45 jack, and the bottom right position will be a black RJ45 jack.

- C. All category 5e cabling shall be terminated in the telecommunication closets on rack mounted UTP Category 5e modular RJ45 patch panels (maximum of 96 jacks per panel). All station jacks must be category 5e jacks mounted in appropriate faceplates and/or mounting frames. All category 5e termination hardware must meet requirements for Category 5e of EIA/TIA TSB-40. All jacks in single faceplate must be sequential in order and all jacks in the panels must be sequential in order.
- D. The category 5e cabling in the racks shall be installed with sufficient and appropriate mounting clips, brackets, and rear cable management to provide a secure and maintainable system. The contractor shall supply and use

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at least one horizontal patch panel wire management bar and two stand-off tie brackets per category 5e patch panel.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The contractor shall furnish and install all cabling in accordance with these specifications defined in this statement of work, and as indicated on the approved pre-installation drawings.
- B. Cable installation shall meet or exceed manufacturer recommendations and guidelines for installation.
- C. Installation of Unshielded Twisted Pair Copper
 - Install two category 5e Green Unshielded Twisted Pair voice cable in an outlet box adjacent to new electrical outlets.
 - 2. Voice cable shall be terminated on an RJ-45 Category 5e outlet and properly installed in the top positions of a quad faceplate.
 - Install two category 5e Orange Unshielded Twisted Pair data cables in an outlet box adjacent to new electrical outlets.
 - 4. Cables shall be terminated on RJ-45 Category 5e outlets and properly installed in the bottom two positions of a quad faceplate.
 - 5. The faceplate shall then be affixed to the outlet box.
 - 6. Cable and faceplate are to be labeled as indicated in section 3.2 (Identification).
- D. Install each cable as an uninterrupted conductor section between the designated termination points, unless otherwise directed by the cable installation specifications. There shall be no splices or mechanical coupler installed between the cable points of origin and termination except as indicated on drawings and/or specifications defined in this statement of work.
- E. All cable shall be routed through a cable tray/conduit system from point of origin to point of termination. Where a single conduit system is used to route both electrical and voice/data cables the conduit shall be rated for use in category 5 installations. The Contracting Officer's Representative (COR) must approve all exceptions prior to installation. Installation above suspended ceilings shall not interfere with lift out feature of suspended ceilings.
- F. Contractor is responsible for ensuring that cable jacket is suitable for the environment in which it is placed, i.e. CM, CMR, CMP rated. Unless otherwise noted on the drawings, all cable is to be rated CM.
- G. At the time the cable is pulled into a pathway, a pull string of appropriate size and strength must also be pulled to facilitate future cable pulls along those pathways.
- H. The contractor is responsible for the installation of all cable trays for horizontal cable support where none exist. Where the location doesn't accommodate the installation of a cable tray the contractor will install a "J-hook" for cable support. Approval from the COR must be obtained prior to installation of a "J-hook" as an alternative to a cable tray.
- 1. At no point will any station cable be tie wrapped or fastened to the cable tray. After cables have exited the cable tray they will be tie wrapped to the "J-hooks". The tie wraps will be cinched tight enough around the cable bundle to keep them uniform and in the hooks, while not damaging the construction of the cables or their jackets.
- J. Provide fire stopping at all locations where cables penetrate fire rated surfaces. Materials and methods used shall be acceptable to the code authority having jurisdiction and shall maintain the fire integrity of the wall, floor, or ceiling.
- K. Property (ceiling tiles, cables, network equipment, etc.) inadvertently or purposely demolished or damaged by the Contractor during the course of installation shall be replaced and/or repaired by the Contractor at no additional cost to the VA.

3.2 IDENTIFICATION

A. Cable tags containing a unique cable ID designator shall be placed on both ends of all cables, 6 inches from the connector and/or termination blocks. Each label shall be printed with the appropriate cable number as indicated. Hand written labels are not acceptable.

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3. Individual station outlets and the corresponding 110-block and data patch panel positions shall be labeled with the cable designator of the cable terminated at that particular outlet. The plates and 110-block and panels shall be permanently and legibly labeled in typewritten or professional engraving as follows: xxxx <A, where xxxx is a unique number provided by the VA at the time of installation, and where 'A' to be used for the left voice position (top), and where B to be used for the right voice position (top), C to be used for the left data position (bottom), and where 'D' to be used for the second data position (bottom).

C. Individual voice wall mount station outlets ant the corresponding 110 block shall be labeled with the cable designator of the cable terminated at that particular outlet. The plates and 110-block shall be permanently and legibly labeled in typewritten or professional engraving as follows: VOxxx, where xxx is a number provided by the VA at the time of installation, and where 'VO' to be used for Voice Only.

The voice and data jacks shall be permanently and legibly labeled in typewritten or professional engraving as follows: B-FW-TCFW-xxx (example 1-2C-TC1C-014, Building 1, 2nd floor C wing, Closet location 1st floor C wing, jack #14)

- 1. B= building #
- 2. FW= floor and wing location
- 3. TCFW = Telecommunication Closet location (floor and wing)
- 4. XXX = iack number

The wall mounted voice only jacks shall be permanently and legibly labeled in typewritten or professional engraving as follows: B-FW-TCFW-VOxxx (example 1-2C-TC1C-VO014, Building 1, 2nd floor C wing, Closet location 1st floor C wing, Voice Only jack #14)

- D. If at any time during the installation the cable tag becomes illegible or removed for whatever reason, the Contractor shall immediately replace it with a duplicate printed cable tag at the Contractor's expense.
- E. Patch panels and 110 blocks in the telecommunication closets shall be legibly labeled sequentially by row top to bottom. The ports on each row will number left to right starting with number one (1). Each patch panel position will be clearly labeled with the aforementioned schema (B) and shall not flow into the adjacent port label.
- F. Deviation from this numbering scheme is not acceptable.

3.3 TERMINATION HARDWARE

- A. The contractor is responsible for providing the correct quantities of termination hardware required to terminate, patch, cross connect, etc. the volume of cable described herein and shown on the drawings.
- B. Contractor shall provide 25% overbuild for termination hardware.

3.4 CABLE TERMINATION

A. Unshielded Twisted Pair cables: After dressing the cable to the final location, the sheath shall be removed to a point that allows the conductors to be splayed and terminated in a neat and uniform fashion. Every effort must be made to maintain sheath integrity by removing only as much as is practical to accomplish termination. Cable pair twist shall be maintained up to the point of termination and should not exceed ½ of an inch. Under no circumstances shall cable pairs be untwisted or otherwise altered prior to termination.

3.5 CROSS-CONNECT

A. The VA will perform all cross-connects and patching.

3.6 GROUNDING

- A. All metallic cable tray, ladder rack, raceways, cable sheath/armor, enclosures, and equipment racks and other conductive surfaces shall be properly bonded to the grounding system. All paint and other coatings shall be removed at all contact surfaces to ensure proper ground.
- B. All grounding shall be in compliance with NEC code Article 800, Article 250, as well as EIA/TIA standard 607.

3.7 CABLE TESTING

- A. Copper
 - 1. Pre-Installation Testing
 - Visually inspect all cables, cable reels, and shipping cartons to detect cable damage incurred during shipping and transport. Any damaged materials must not be used and will be returned to the manufacturer or distributor.

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2. Post-Installation Testing

- a. Conduct cable testing as described below upon completion of installation. Test fully completed systems only. Piecemeal testing is not acceptable.
- All category 5e cables shall be tested in accordance with EIA/TIA 568, TSB 67 with a test device meeting or exceeding level II accuracy. All installed category 5e cables must pass these tests.
- B. The source of any non-compliant test results shall be determined and identified to the VA, replaced or corrected, and the cable or termination device re-tested within fourteen (14) working days of identification at no addition expense to the VA.
- C. The VA reserves the right to have a representative present during all testing.
- D. The VA reserves the right to conduct, using Contractor equipment and labor, a random re-test of up to five percent (5%) of the cable plant to confirm documented test results.
- E. The VA reserves the right to have an independent analyst verify the tests performed. If a discrepancy exists, the independent analysts' results shall be considered the correct results and the contractor shall replace or correct the cable/fiber and/or termination device and re-test the cable/fiber at no additional expense to the VA.
- F. All defective cables will be removed from pathway systems. The VA reserves the right the reject the installation if there are abandoned cables.
- G. The VA reserves the right to reject all or a portion of the work performed if any cable/fiber, or any conductor or fiber strand therein, including terminations, does not meet or exceed the Cable Transmission Performance Specifications as defined by the TIA/EIA 568B.1 standard and the cable/fiber manufacturer.
- H. All test results and corrective procedures are to be documented and submitted to the VA within fourteen (14) working days of test completion.

3.8 ACCEPTANCE

- A. Upon demonstration of all work completed as to specification of this document.
- B. Upon completion to the satisfaction of the government the testing as defined in section 3.7 (Cable Testing)
- C. Upon receipt of the Contractor's documentation identified in section 1.3 (Submittals), the VA will review the documentation and installation and may request a test, in the presence of a representative of the VA, of up to 1% of the cables installed.

PART 4 – INFORMATION TECHNOLOGY COMMUNICATIONS ROOM

4.1 GENERAL REQUIREMENTS FOR IT ROOM

Contractor shall provide a dedicated IT Communications Room with a minimum size of 6' X 10'. The room will have a steel frame and door, minimum 36" width. The door will have a primary lock, and a deadbolt (this can be one combined unit). If separate the locks will be keyed the same. The door will have a 1' X 1' vent installed in the door. There will be no signage for the room other than a room number if required. There will be a contractor supplied 10 LB Dry Chemical ABC fire extinguisher mounted on the inside wall of the IT Room. The door will have the hinges on the inside of the Communications Room, or if on the outside the pins will be spot welded for security. The inside walls will be sheet rocked, the sheetrock must extend from the floor to the ceiling of the structure. The ceiling can be sheetrocked or a dropped ceiling. The walls will be painted flat white. The only access to the room will be through the main door. All data communication lines will be terminated in this room on the back wall. This wall will be plywood and have ability to support up to 150 lb. cabinet. Power, two circuits, 1 20 amp circuit for the network hardware and 1 20 amp circuit for the 2 Servers, total of 2 circuits. Room must have 2 standard 19" data racks installed, one to support network equipment and one to support PC/Servers. The racks must be secured to the floor, a minimum of 3 feet behind the rack for access. Both racks will have 2 shelves on the bottom installed to hold IT computers. All equipment will be mounted or stored off the floor. 2 Shelves on the side wall to hold 2 spare PC's 2 Monitors, spar, mice and keyboards. The floor will be tiled or painted concrete. The room will have adequate lighting to work in. Room must have an independent air conditioner and be able to maintain the room at 70 degrees.

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SOLICITATION PROVISIONS (For Simplified Acquisition of Leasehold Interests in Real Property)

- 1. 552.270-1 INSTRUCTIONS TO OFFERORS ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) ALTERNATE II (MAR 1998)
 - (a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
 - (c) Submission, modification, revision, and withdrawal of proposals.
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages Offers must be:
- (i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
- (ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.
 - (2) Late proposals and revisions.
- (i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:
- (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).
- (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
- (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.
- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

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- (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.
 - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.
- (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.
- (4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

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- (6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.
- (7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.
- (d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (e) Lease award.
- (1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be

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rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (7) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.
- (8) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
 - (iii) A summary of the rationale for award.
- (f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.
- 2. 552.270-3 PARTIES TO EXECUTE LEASE (JUN 2011)
- (a) If the lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]."
- (b) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, evidence of this authority to so act shall be furnished.
- (c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.
- d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.
- (e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.
- 3. 52.233-2 SERVICE OF PROTEST (SEP 2006) (VARIATION)

(Applies to leases over \$150,000 average net annual rental, including option periods.)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- 4. 52.215-5 FACSIMILE PROPOSALS (OCT 1997) INTENTIONALLY DELETED

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5. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the CO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

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	PPOSAL TO LEASE SPACE se with Standard Request for Lease Proposals) REQUEST FOR LEASE PROPOSAL NUMBER → VA528-13-R-0133		33	DAT	ED	05-22-2013					
	SECTION I - DESCRIPTION OF PREMISES										
1a. BUILDING NA	1a. BUILDING NAME 1b. BUILDING ADDRESS										
1c. CITY 1d. STATE 1e. 9-DIGIT ZIP CODE 1f. CONGRESSIONAL DISTRICT						L DISTRICT					
2a. FLOORS OFF	ERED	2b.	TOTAL NUMBER OF FLOORS IN BU	II DING		3. TOTA	L RENTAB	LE SPACE IN	OFFERED B	UILDING	
			OF FLOORS IN BO	ILDING	a. GENERA (Office)	L PURPOSE	b. INTE	NTIONALLY E	DELETED	c. INTEN	NTIONALLY DELETED
4. LIVE FLOOR	LOAD	5.	MEASUREMENT METHOD		6. YEAR OF	LAST RENOVATION	7. BUIL	DING AGE		8. SITE S	SIZE
lbs. / sq	Į. ft.		NET USABLE SQ. F (NUSF)	FEET [X]		,		_			sq. ft. acres
			SEC	TION I	I - SPACI	E OFFERED A	ND RA	ATES			
9. NET USABLE (NUSF)	SQUARE FEET			10. REN	TABLE SQUARI	E FEET (RSF) —		11. COMM	ION AREA FA	CTOR (CA	F)
the shell rent. It is p	possible that the term of the lease	enar sho	t buildout will be fully uld be reflected in t	amortized he shell ra	at the end of the	e firm term, and the rer	it will be rei s written p	duced accordi proposal. If Te	ngly. Any des enant Improve	sired rent ir	are not to be included in ncreases or decreases to be amortized beyond
Offerors may cop through lines 18 a them above Box 2	is needed. Insei	rt								State any	cost per square foot is changes for any rent
					f. NO. YEARS RATE IS EFFECTIVE						
12. TENANT IMPI (per Lease rec			\$				\$_		\$		
13. INTENTIONAL	LLY DELETED						_				
14. SHELL BUILD (per Lease red			\$								
15. TOTAL BUILD (Sum of 12a +			\$								
16. SHELL RENT items in Section 1217)	(This line include on II on GSA Form						\$_		\$		
17. OPERATING Line 27 on GS							\$_		\$		
18. TOTAL ANNU	AL RATE						\$_		\$		
19. TOTAL ANNU	AL RENT						\$		\$		
			PER ANNUM REN	T F	OR YEARS	PER ANNUM RENT	FO	R YEARS	PER ANNU	JM RENT	FOR YEARS
TOTAL ANNUAL STEP RENTS \$RSF \$Thru \$RSF Thru \$Thru \$Thru Thru			\$ \$	RSF NUSF	Thru						
a. Number of parking spaces for the entire building/ facility, which are under the control of the Offeror: b. Number of parking spaces required by local code: c. Number of parking spaces for Employee/Visitor Use (per RLP): d. Number of parking spaces for Official Government Vehicles (per RLP): e. Does the rental rate offered above include RLP-required parking costs? YES NO If NO, complete the following: Annual cost per space: surface structured structured structured structured											

		SE	CTION III - LEASE	TERMS AND	CONDI	TIONS	}	
		22. RENEWAL OPTIONS						
a. Numbe	,		rm c. Number of days notice for Government to terminate lease:		a. Shell rate / b. Years each		c. Number of options	d. Number of days notice to exercise renewal option:
	5	5	90	\$	1		5	60
	R GOOD UNTIL cordance with Fe	AWARD deral Acquisition Regulations	15.208)					overnment's specifications Proposals (RLP) and the
		25.	COMMISSIONSIF APPLICAB		IISSION AGR	EEMENT		
a. Tenar	nt Representative	Commission:	b. Owner's Representat	tive Commission:		c. Sch	edule of Commission pa	ayments:
OC INTE	ATTOMALLY DEL	ETED		27 ADDITIONAL	FINIANICIAL		upancy	
ZO. INTE	NTIONALLY DEL	EIED		27. ADDITIONAL Adjustment fo HVAC Overtin	r Vacant Prei		\$ per NU	SF our per[zone]_[floor
				[space]_			,	
				NOTE: THE SEPARATEI	COST TO PE	ROVIDE 2	etc.) \$per 4 HOUR HVAC SERVIC COST FOR THESE OV RED RENTAL RATE OF	CE IS REIMBURSED ERTIME UTILITIES MUST
				Building's Nor	mal Hours of	HVAC Op	eration:	
					i AM to			
				-	AM to			
				Percent of Go			%	
				Current Year			\$	
					fully assess		YES ple tax bills? YES	NO NO
				If so, prov	vide tax ID nu on of the offer	mbers and	d square footage for eacy.	
				28. LIST OF ATTA (See Request For			ED WITH THIS OFFER rements)	
29. ADDI	TIONAL REMARI	KS OR CONDITIONS WITH F	RESPECT TO THIS OFFER	l				
		SECTION	IV - OWNER IDEN	TIFICATION A	AND CE	RTIFIC	CATION	
30. RECC	ORDED OWNER	(Name and address including	ZIP code)					
STAT	ES OF AMERICA	A, THE PREMISES DESCRIE	AGREES UPON ACCEPTANCI BED, UPON THE TERMS AND O	CONDITIONS AS SP				
		NED REQUEST FOR LEASE	PROPOSALS, WITH ATTACHM OWNER	ENTS. AGEN	т		OTH	JED
32. OFFE	ROK 3 INTERES	ST IN PROPERTY	[]	AGEN	1			ecify):
			33.	OFFEROR				
a. <i>(</i>	Name title, and a	ddress including ZIP code)				b.	E-MAIL ADDRESS:	
						C.	TELEPHONE NUMBER	(Including area code)
d. S	SIGNATURE					e.	DATE SIGNED	

ATTA	CHMENT TO	REQUEST FOR LEASE PROPOSAL NO.	DATE:				
GSA F	FORM 1364C-STANDARD						
LEAS	E PROPOSAL DATA						
1	Offeror's Interest in the Property:						
<u> </u>							
	[] Fee owner [] Other:						
	Attach evidence of Offeror's interes	st in property (e.g., deed) and representative's au	thority to bind Offeror.				
2	Flood Plains:						
	The Property is [] in a base (100-y	ear) flood plain [] in a 500-year flood plain [] no	t in a flood plain.				
	(Coo DI D for mainiments as autiments	4-1					
2	(See RLP for minimum requirement	ts)					
3	Seismic Safety: The Building						
	I 1RIP does not contain seismic r	equirements. No documentation required.					
	[] RLP contains seismic requirem	•					
		uirements or meets an exemption under the RLP					
		requirements, but will be retrofitted to meet seisn	nic requirements				
	[] Will be constructed to r	•					
	[] Will not meet seismic re	equirements					
	(0 0 0	7. N					
4	(See RLP for minimum requiremen						
4	Historic Preference: The Building	is a					
	[] Historic property within a histor	ic district					
	[] Historic property within a historic district. [] Non-historic property within a historic district.						
	[] Historic property outside of a hi						
	[] None of the above.						
	(See RLP for minimum requirement	ts)					
5	Asbestos: The Property						
	I 1 Contains no ACM or contains /	ACM in a stable, solid matrix that is not damaged	or subject to damage				
	[] Contains ACM not in a stable, s	•	or subject to damage.				
	[] Contains / Cili Hot in a stable, c	one matrixi					
	(See RLP minimum requirements)						
6	Fire/Life Safety:						
	The Property [] Meets [] Does no	t meet Lease fire/life safety standards.					
	(Coo DI D and I asso desumer's fe	w mainima uma wa wujiwa ma mata l					
7	(See RLP and Lease documents fo	r minimum requirements)					
- 1	Accessibility:						
	The Property [] Meets [] Does no	ot meet Lease accessibility standards.					
		,					
	(See RLP and Lease documents fo	r minimum requirements)					
8	ENERGY STAR®: The Building		_				
		R® Label within the past twelve months. Date:					
		STAR® Label within the past twelve months; the 0	Offeror has evaluated				
	energy savings measures and [] Determined that none are	re cost effective					
		owing are cost effective (List):					
	[] = =================================	<u> </u>					
	(See RLP and Lease documents fo	r minimum requirements)					

- Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.
 - [] I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference.

(See RLP and Lease documents for more information)

GSA FORM 1364 - PROPOSAL TO LEASE SPACE INSTRUCTIONS

I. SECTION I - DESCRIPTION OF PREMISES

Block 1a

Building Name

If applicable, the Offeror should provide the building name of the proposed facility/building, to house the Government's space requirement.

Block 1b

Building Address

The Offeror must provide the building street address of the proposed facility/building, to house the Government's space requirement. If an unimproved site is being offered, attach a site plan as detailed in the RLP/Lease.

Block 1c

Building City

The Offeror must provide the name of the City the proposed facility/building is located.

Block 1d

Building State

The Offeror must provide the name of the State or U.S. Territory the proposed facility/building is located.

Block 1e

Building 9-Digit Zip Code

The Offeror must provide the 9-Digit United States Postal Service Zip Code for the address of the proposed facility/building.

The 9-Digit Zip Code can be found on the United States Postal Service Web Site either on http://zip4.usps.com/zip4/welcome.htm or http://www.usps.com/.

Block 1f

Building's Congressional District

The Offeror must provide the Congressional District where the proposed facility/building is located.

The Congressional District can be found on the United States House of Representatives Web Site http://www.house.gov/.

Block 2a

Specific Floors Offered

The Offeror must specifically identify the floor(s) offered in his/her building.

Block 2b

Total Number of Floors in Building

The Offeror must provide the total number of floors in the building.

Block 3a

General Purpose (Office)

If the building/facility offered is, or will be constructed as, a general-purpose office and/or retail facility, the Offeror must provide the Net Usable Square Feet (NUSF) of space in the building being offered to house the Government's space requirement. See Section II, Block 9 for definition of NUSF.

Block 3b

General Purpose (Warehouse)

If the building/facility offered was, or will be, constructed as a warehouse, the Offeror must provide the total NUSF of space in the building being offered to house the Government's space requirement.

Block 3c

Other

If other space is being offered as part of the proposal, i.e. storage space within an office and/or retail facility, the Offeror should differentiate and provide the total NUSF in the building being offered to the Government under Block 3c. Please note that storage space within an office and/or retail facility is not warehouse space.

Block 4

Live Floor Load

The proposal must include the live load capacity of the space offered to the Government. See the Lease for floor load requirements.

GSA FORM 1364 - PROPOSAL TO LEASE SPACE INSTRUCTIONS

Measurement Method

The Offeror must identify their method of measurement for the Office Area. Refer to the Section II, Block 9 for a definition of NUSF. If another method of measurement is used, provide the methodology in an attachment to the offer.

Block 6

Year of Last Major Renovation

The Offeror should provide the date of the last major building renovation. A major renovation would include at a minimum an upgrade of various building systems, e.g., plumbing, HVAC, etc. Renovations to finishes in common areas are not considered major renovations for purposes of this block.

Block 7 Building Age

The Offeror must identify the facility/buildings age or the year the building was constructed.

Block 8

Site Size

If the Offeror proposes to meet the requirements of this RLP/Lease through new construction, provide the site size in square feet and acres.

II. SECTION II - SPACE OFFERED AND RATES

Block 9

Net Usable Square Footage (NUSF) used for **VA leases** is that portion of rentable space that is available for a tenant's personnel, furnishings, and equipment, and includes the floor area of full-height columns and projections enclosing the structural elements of the building within the space. Net usable space is the area for which VA will pay a square foot rate. It is determined as follows:

If the space is on a single tenancy floor, compute the inside area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50% of the length of exterior walls. If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed shared public corridor and shaft walls and/or the centerline of tenant-separating fixed wall partitions.

Deduct the following from the inside gross area, including the enclosing walls, to arrive at the figure for net usable square feet:

- Housekeeping closets not contained in programmed areas
- Public restrooms and lounges
- Building equipment and service areas
- Public corridors and entrance lobbies
- Vertical circulation (elevators, escalators, and stairs)
- Shafts, risers, and stacks

Block 10

Rentable Square Feet (RSF)

The Offeror must provide the total rentable square feet of space being offered to house the Government's space requirement.

Block 11

Common Area Factor - (CAF)

The Offeror must provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the Offeror to the NUSF to determine the rentable square feet for the offered space). The equation is rentable square feet divided by NUSF.

If the space offered is on multiple floors and does not have a single common area factor because of changes in floor design due to building architecture/building systems or due to full floor and partial floor occupancy under the same lease proposal, the Government requests the common area factors be itemized by location and by floor. If the offer is the successful offer, the Government, on a case-by-case basis, may request to have one common area factor, which would be the blended/averaged common area factor. This blended/averaged common area factor may be placed on contract documents, for internal Government purposes.

If the product of rentable square feet divided by NUSF does not round evenly, the result shall be provided up to 9 decimal places.

"Tenant Improvements" are all alterations for the Government demised area above the building shell buildout. The Tenant Improvements as stated in Block 12 are to be included in the shell rent. It is expected that the tenant buildout will be fully amortized (if applicable) at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary. The Offeror may attach additional pages as necessary. The Offeror may attach additional pages as necessary.

GSA FORM 1364 - PROPOSAL TO LEASE SPACE INSTRUCTIONS

Column a

Build-out Costs per Category

For the TI and the Shell buildout, complete the Tenant Improvement Cost Summary (TICS) form in sufficient detail to demonstrate that you understand the buildout requirements and have estimated costs adequate to meet the buildout requirements.

Column b

Amortization Term

If the Offeror includes any TI build-out costs as part of the proposal, the Offeror must provide their amortization term in months.

Column c

Amortization %

If the Offeror includes tenant improvements as part of the proposal, the Offeror must provide his/her annual amortization interest rate used to finance these build-out costs. The amortization interest rate should be based upon existing market conditions using the United States prime rate, the London interbank offered rate (known as the LIBOR), and/or yields on United States Treasury securities for the term of the amortization period. Provide narrative support for your proposed amortization interest rate.

Columns d and e

Amortized Cost per RSF and NUSF

If the Offeror includes tenant improvement costs as part of the proposal, the Offeror is requested to calculate the annual amortization for each space measurement method.

The Offeror must calculate a standard, level amortization on a monthly basis in arrears using Block 12a as the principal amount, Block 12b as the amortization term, and Block 12c as the amortization interest rate. Multiply by 12 for the annual rate per square foot. No costs associated with the building shell shall be included in the amortization of the tenant improvement costs. If the term of the lease or if the term of the amortization period in the last year does not evenly equate to a full year, the Offeror should make note and itemize the last year amortization figure separately.

Column f

No. Years Rate is Effective

If the proposal is for other than levelized rent, state the number of years the rates are effective. Copy and paste this table as needed as part of the offer.

Block 12 (a-f)

Tenant Improvements (TI)

The tenant improvement price shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. No costs associated with the building shell shall be included in the tenant improvement pricing.

Block 12d requires the Annual Amortization of the Tenant Improvements to be divided by the rentable square footage in Block 10. Block 12e requires the Annual Amortization of the Tenant Improvements to be divided by the NUSF in Block 9. The rate may be levelized or stepped, but the Offeror must identify if the rate is levelized or must itemize the step rent changes. If tenant improvements are to be amortized beyond the firm term, said calculations will be itemized as part of this written proposal.

Sample calculation:

(a)TI: \$30,000; period: (b) 5 years; rate: (c) 5%; \$566.14/month; \$6793.68/year.

(d)\$6793.68/10,000 rsf= \$.679/rsf

(e)\$6793.68/8,000 nusf =\$.849/nusf

(f) Nothing - rent is levelized per instructions for column f above.

Block 13 (a-f)

Building Specific Security INTENTIONALLY DELETED

Block 14 (a)

Shell Build-Out

State the total build-out costs required to provide the shell space as defined in the Lease. Use total from TICS.

Block 15

Total Build-Out Costs

The Offeror must not include build-out costs affiliated with shell in the tenant improvement costs. The purpose for this block is to quantify the total tenant area build-out costs, in the Government-demised area, to ensure any shell build-out costs are subtracted out in Blocks 12a. This line should equal the sum of Blocks 12a and 14a.

Block 16GSA FORM 1364 - PROPOSAL TO LEASE SPACE INSTRUCTIONS

Shell Rent (Including all items in Section II on GSA Form 1217)

The proposal must include a lease rate per rentable square foot and NUSF for the building shell rental. This rate shall include, but not limited to: property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, capital expenditures, etc., for the building. The building shell rental rate shall also include all basic building systems and common area build-out, including base building lobbies, common areas, and core areas, etc., exclusive of the NUSF offered as required in the Lease. Block 16d requires the Annual Shell Rent to be divided by the rentable square footage in Block 10. Block 12e requires the Annual Shell Rent to be divided by the NUSF in Block 9. State the number of years the shell rate is effective in Block 16f.

Shell rent quoted should be annual rent, not a monthly rate.

Block 17d, 17e and 17f

Operating Costs (Refer to Line 27 on GSA Form 1217)

The amount is identified on Line 27 on the GSA Form 1217. Block 17d requires the Annual Tenant Improvements to be divided by the RSF in Block 10. Block 17e requires the Annual Tenant Improvements to be divided by the NUSF in Block 9. If an offeror proposes set changes in rent for operating costs rather than using the operating cost adjustment paragraph in the Lease, indicate changes in operating costs and the number of years each rate is in effect.

Block 18

Total Annual Rate

The offeror must calculate the Total Annual Rate for rent by adding Blocks 12d through 17d and by adding blocks 12e through 17e. State the number of years the rate is effective in 18f.

Block 19d

Total Annual Rent

The Offeror must calculate the total annual rent per rentable square foot by multiplying Block 18d by Block 10. Calculate the total annual rent per NUSF by multiplying 18e by Block 9.

Total Annual Step Rents

If there are stepped rents, indicate the rates per rentable and NUSF and the years effective. Provide narrative rationale for changes.

Block 20a

Parking for building/facility

The Offeror shall provide the number of parking spaces for the entire building/facility, which are under the control of the Offeror. If the offered building shares parking with neighboring buildings, the Offeror is requested to give the total number of surface and/or structured parking available along with the total number of parking spaces surface and/or structured allocated to the offered building.

Block 20b

Parking required by local code

The Offeror shall provide the number of parking spaces for the entire building/facility that are required by local code to be provided for all occupants of the facility.

Block 20c

Parking required for Employee/Visitor Use

The Offeror shall state the number of parking spaces for Employee/Visitor that are available at the building/facility to meet any SFO requirements. The Offeror shall provide the number of parking spaces, surface and/or structured, available for Government employee and/or visitor use. Government employees and visitors are typically responsible for coordinating and funding their own parking arrangements; however, the Government requests the number of available parking spaces for Government employees and/or visitors, the annual cost, and the number required by local code, to ensure appropriate accommodation has been made as part of the lease proposal.

Block 20d

Parking required for Official Government Vehicles

The Offeror shall state the number of parking spaces for Official Government Vehicles that are available at the building/facility to meet any SFO requirements. If the Solicitation for Offers and its attachments requires parking for official government vehicles, the Offeror must provide as part of the proposal the number of parking spaces provided for official government vehicles along with the annual cost per space. The Offeror must specify whether the annual cost remains level over the entire term or itemize any steps in the annual cost over the term of the proposal.

Block 20e

Parking Costs

The Offeror shall state whether the offered rental rate(s) above include parking costs. If not, provide the annual cost per space for structured and surface parking spaces.

III. SECTION III - LEASE TERMS AND CONDITIONS

Block 21a

Number of Years for Initial Term

The Offeror is requested to confirm that the total initial term of the proposal is consistent with the Lease and its attachments.

GSA FORM 1364 - PROPOSAL TO LEASE SPACE INSTRUCTIONS

Block 21b

Years Firm

The Offeror is requested to confirm that the firm term portion of the total initial term of the proposal is consistent with the Lease and its attachments. Block 21a may be the same as Block 21b, as defined by the Lease and its attachments.

Block 21c

Days Notice to Terminate

If the Lease requires, or if the Offeror provides termination rights during the term of the proposed lease, the Offeror must provide the number of days notice required for the Government to terminate the proposed lease.

Block 22a

Renewal Option Shell Rate

If the Lease requires a renewal option, the renewal options will be evaluated in accordance with the Lease. Block 22a requests the shell rate per NUSF proposed by the Offeror.

If the Offeror submits an unsolicited renewal option, the Offeror understands that even if their offer is the successful offer, the Contracting Officer may choose not to incorporate the renewal option into the lease language.

Please note procurement and appropriation regulations may prevent VA from incorporating a renewal option into the lease agreement and may prevent VA from ultimately exercising a renewal option written into the lease agreement.

Block 22b

Renewal Option--Years Each

The Offeror is requested to confirm that the renewal term of the proposal is consistent with the RLP/Lease and its attachments. If the RLP/Lease requested more than one renewal term, the Offeror is requested to confirm that the renewal terms of the proposal are consistent with the Government's requirement.

Block 22c

Number of Renewal Options

The Offeror is requested to confirm that the number of renewal option periods reflected in this proposal is consistent with the RLP/Lease and its attachments

Block 22d

Days Notice to Exercise Renewal Options

If the RLP/Lease requires a renewal option, the number of days notice required to exercise the renewal option is requested. The RLP/Lease may specify a number of days notice as determined by the Contracting Officer. Otherwise, the number of days notice should be reasonable and in accordance with market conditions.

Block 23

Offer Good Until Award

Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the appropriate Government office designated by the time specified in the Solicitation Provisions. Regulations regarding the submittal of proposals are summarized in Federal Acquisition Regulations 15.208. The Federal Acquisition Regulations can be found on the Federal Acquisition Institutes web site located at http://www.arnet.gov/far/

Block 24

Alterations in accordance with Lease

Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the RLP/Lease and any additional attachments. The Contracting Officer, or his/her designee, may require written verification that the proposal will comply with the Government's proposed construction schedule and required occupancy date. Proposals unable to meet the terms of the RLP/Lease may be considered, by the Contracting Officer to be unacceptable and rejected.

Block 25a

Tenant Representative Commission

If VA uses an authorized Realty Company as its official tenant representative, the Offeror must provide the total percentage of commission allocated in the proforma, for this proposal, to the tenant representative/tenant broker. This information is necessary to measure the national broker contract program results.

The VA may designate an authorized Realty Company as the Government's representative. While a VA Contracting Officer must execute the lease agreement, the authorized Realty Company will be entitled to the tenant representative/tenant broker commission, which is a common commercial real estate business practice. Such commission shall be payable to the authorized Realty Company in the form of a check due in accordance with local laws and customs but no later than the lease commencement date.

Under the terms of the contract between VA and the authorized Realty Company, the authorized Realty Company will forego a certain percentage previously agreed to by the authorized Realty Company. The Offeror will apply the percentage foregone by the authorized Realty Company as a credit to the Shell Rent of the lease (herein, commission credit). Said credit will ultimately be reflected in a reduction to the shell rent on the Standard Form 2, entitled "U.S Government Lease for Real Property."

The RLP/Lease will state the percentage forgone by the authorized Realty Company.

GSA FORM 1364 - PROPOSAL TO LEASE SPACE INSTRUCTIONS

For purposes of the price evaluation, any commission credits shall be treated as a lump sum credit and will be evaluated in accordance with the procedures established in the "Price Evaluation" paragraph in the SUMMARY section of the RLP. The commissions paid to the VA authorized Realty Company, as direct payment, will not be applied to the present value analysis.

A proforma is defined as the ownerships' projected financial analysis on their income and expenses in determining their proposal to the Government.

Block 25b

Owner's Representative Commission

If VA uses an authorized Realty Company as its official tenant representative, the Offeror must provide the total percentage of commission allocated in the proforma, for this proposal, to the owner's representative/owner's broker. This block is to gather information and measure the national broker contract program results.

Block 25c

Schedule of Commission Payments

If VA uses an authorized Realty Company as its official tenant representative, the Offeror must provide the schedule of commission payments as allocated in the proforma, for this proposal. Under the terms of the contract between VA and the authorized Realty Company, the authorized Realty Company will forego a certain percentage referenced above as the commission credit as part of the Realty Companies contract with VA. The remaining commission shall be payable to the authorized Realty Company in the form of a check due in accordance with local laws and customs but no later than the lease commencement date. This block is to gather information on the timing of commission payments to measure the national broker contract program results.

Block 26

Offeror's Tenant Improvement Fee Schedule for Amendments During the Buildout.

Block 27

Additional Financial Aspects of the Offer

Various paragraphs of the Lease discuss the items listed below. So that the offer fully addresses these issues, provide the following information:

- the proposed rental adjustment for vacant premises;
- the overtime HVAC rate;
- rate for areas requiring 24 hour HVAC (per Lease requirements such as LAN rooms, etc.)--these costs will be paid separately by the occupant agency;
- the offered building's normal hours of HVAC operation, including any weekend hours;
- percent of occupancy by the Government
- real property tax information;
- · legal description of property proposed; and
- Total land costs, if a site is offered for new construction.

Block 28

List of Attachments Submitted with this Offer

The Offeror may itemize attachments submitted as part of his/her proposal as required by the RLP and as necessary to thoroughly and properly explain his/her offer.

Block 29

Additional Remarks or Conditions

The Offeror must provide any additional information that impacts the offer. Provide additional pages as necessary.

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

Block 30

Name and Address of Recorded Owner

The Offeror must provide the name and full address of the recorded owner of the property proposed in response to the Government's requirement.

Block 31

Agreement to Lease to the United States

By submitting this offer, the Offeror agrees upon acceptance of this proposal by the herein specified date, to lease to the United States of America, the premises described, upon the terms and conditions as specified herein, in full compliance with and acceptance of the aforementioned RLP/Lease, with attachments.

GSA FORM 1364 - PROPOSAL TO LEASE SPACE INSTRUCTIONS

Block 32 Offeror's Interest in the Property

The Offeror must identify their interest in the property, whether they have an ownership interest, they are an agent, or some other relationship to the property being proposed in response to the Government's requirement. If the Offeror is an agent, provide a copy of the agency agreement indicating control of the property.

Block 33

Offeror Information

The proposal must include the Offeror's name, title, address, email address, phone, signature and date of signature.

The Contracting Officer may request an authority to represent letter from the ownership identifying the Offeror as his/her official representative. Refer to the Parties to Execute Lease clause in the Solicitation Provisions (GSA Form 3516A) for additional information that will be required prior to any lease execution.

EXHIBIT E

(For Leases At or Below the Simplified Lease Acquisition	Solicitation Number	Dated
Threshold)	VA528-13-R-0133	05-22-2013

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
 - (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
 - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
 - (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—
 - It [] is, [] is not a WOSB concern eligible under the WOSB Program, has
 provided all the required documents to the WOSB Repository, and no change
 in circumstances or adverse decisions have been issued that affects its
 eligibility; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.]

 Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
 - (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business

INITIALS:		&	
	LESSOR	GOVERNMENT	GSA FORM 3518A PAGE 1 (REV 6/12)

EXH	ΗB	IT	F

concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

- (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:

 ________.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—
 - (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
 - (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:
 ______.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

INITIALS:		&		
	LESSOR		GOVERNMENT	

EXHIBIT E

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) "Service-disabled veteran" means a veteran, as defined in <u>38 U.S.C.101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (d) Notice.
 - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteranowned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

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- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that---
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—

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- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is [] is not [] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

5. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror

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EXHI	BIT E	to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.		
	(c)	The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.		
	(d)	Taxpayer Identification Number (TIN).		
		 TIN: TIN has been applied for. TIN is not required because: Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; Offeror is an agency or instrumentality of a foreign government; Offeror is an agency or instrumentality of the Federal government; 		
	(e)	Type of organization.		
4;		[] Sole proprietorship;		
4,		[] Corporate entity (tax-exempt); [] Other		
	(f) Common Parent.			
		 Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. Name and TIN of common parent: 		
		Name		
		TIN		
7.	52.20	I-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)		
	(a)	The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.		
	(b)	If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.		
		(1) An offeror may obtain a DUNS number—		
		(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or		
		(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.		
		(2) The offeror should be prepared to provide the following information:		

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- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).

Signature

(x) Company Headquarters name and address (reporting relationship within your

		Ci	nity).			
8.	DUNS	S NUMBER (JUI	V 2004)			
	Notwi cover	thstanding the a page, the Offerd	nding the above instructions, in addition to inserting the DUNS Number on the offer, the Offeror shall also provide its DUNS Number as part of this submission:			
	DUNS	S #				
9.	SYST	EM FOR AWAR	D MANAGEMENT (SAM) REGISTRATION (MAY 20	012)		
The System for Award Management (SAM) Registration System is a centrally located, search database which assists in the development, maintenance, and provision of sources for f procurements. The Offeror must be registered in the SAM prior to lease award. The Offeror register via the Internet at https://www.acquisition.gov . To remain active, the Offeror/Less required to update or renew its registration annually.						
	[]	Registration Ac	tive and Copy Attached			
	[] Will Activate R		gistration and Submit Copy to the Government Prior	to Award		
UT	EROR HORIZ PRESEN	_	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER		

INITIALS:				
	LESSOR		GOVERNMENT	

Date

1. SOLICITATION FOR OFFERS 2. STATEMENT DATE GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDING SERVICE			
LESSOR'S ANNUAL COST STATEMENT IMPORTANT - Read attached "Instructions"	3. RENTAL AREA (SQ. FT.)	3A. ENTIRE BUILDING	3B. LEASED BY GOV'T
BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)			

SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION				
	LESSOR'S AN	NUAL COST FOR	FOR GOVERNMENT	
SERVICES AND UTILITIES	(a) ENTIRE BUILDING	(b) GOV'T-LEASED AREA	USE ONLY	
A. CLEANING, JANITOR AND/OR CHAR SERVICE 5. SALARIES				
6. SUPPLIES (Wax, cleaners, cloths, etc.)				
7. CONTRACT SERVICES (Window washing, waste and snow removal)				
B. HEATING 8. SALARIES				
9. FUEL OIL GAS COAL ELECTRIC				
10. SYSTEM MAINTENANCE AND REPAIR				
C. ELECTRICAL 11. CURRENT FOR LIGHT AND POWER (Including elevators)				
12. REPLACEMENT OF BULBS, TUBES, STARTERS				
13. POWER FOR SPECIAL EQUIPMENT				
14. SYSTEM MAINTENANCE AND REPAIR (Ballasts, fixtures, etc.)				
D. PLUMBING 15. WATER (For all purposes) (Include sewage charges)				
16. SUPPLIES (Soap, towels, tissues not in 6 above)				
17. SYSTEM MAINTENANCE AND REPAIR				
E. AIR CONDITIONING 18. UTILITIES (Include electricity, if not in C11)				
19. SYSTEM MAINTENANCE AND REPAIR				
F. ELEVATORS 20. SALARIES (Operators, starters, etc.)				
21. SYSTEM MAINTENANCE AND REPAIR				
G. MISCELLANEOUS (To the extent not included above) 22. BUILDING ENGINEER AND/OR MANAGER				
23. SECURITY (Watchmen, guards, not janitors)				
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INS.				
25. LAWN AND LANDSCAPING MAINTENANCE				
26. OTHER (Explain on separate sheet)				
27. TOTAL				
SECTION II - ESTIMATED ANNUAL COS	ST OF OWNERSHIP	EXCLUSIVE OF CAPITA	L CHARGES	
28. REAL ESTATE TAXES				
29. INSURANCE (Hazard, liability, etc.)				
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT				
31. LEASE COMMISSION				
32. MANAGEMENT				
33. TOTAL				
LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.	34. SIGNATURE OF	OWNER	LEGAL AGENT	
TYPED NAME AND TITLE	SIGN	NATURE	DATE	
34A.	34B.		34C.	
35A.	35B.		35C.	

INSTRUCTIONS

FOR LESSOR'S ANNUAL COST STATEMENT GSA FORM 1217

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with revailing scales in the community for facilities.

ITEM NUMBER

- Enter the Government lease or Solicitation for Offers number, if available.
- Enter the date that your statement was prepared and signed.
- 3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partititons, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
 - B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
- Identify the property by name and address.

SECTION I ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES

5.-26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Solicitation for Offers and/or the proposed lease to identify those servics and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented

by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item comtained in Section I, 5 thorugh 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

- 28. Include all applicable real estate taxes imposed upon the property.
- 29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
- 30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
- Enter any lease commission which you may be responsible for due to the Government leasing action.
- Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34.-35. Complete Lessor certification.

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

Fundamental Code Requirements

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6th floor of the building.

Building Name:			
Building Address:			
City:			
State:			
9-Digit Zip Code:			
II. GENERAL BUILDING INFORMATION			-
a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government	ent:		
Floor			
Sq. Ft. Per Floor			
b. Identify the total number of floors in the building starting at the street floor:			
c. Identify the total number of floors in the building below the street floor:			
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:			
III. OTHER USES IN BUILDING (Check All That Apply)			
☐ Restaurants ☐ Laboratories ☐ Storage ☐ Retail ☐ ☐ Other	er		
Parking (list)			
Garage			
IV. AUTOMATIC FIRE SPRINKLER SYSTEM	VEC	NO	NI/A
Please Check YES, NO, or N/A to the following questions: a. Is an automatic fire sprinkler system installed throughout the building?	YES	NO	N/A
· · · · · · · · · · · · · · · · · · ·			
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained			
· · · · · · · · · · · · · · · · · · ·			
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and			
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems?	YES	NO	N/A
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems? V. FIRE ALARM SYSTEM	YES	NO	N/A
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems? V. FIRE ALARM SYSTEM Please Check YES, NO, N/A to the following questions:	YES	NO	N/A
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems? V. FIRE ALARM SYSTEM Please Check YES, NO, N/A to the following questions: a. Is a fire alarm system installed in the building? b. Is an emergency voice/alarm communication system installed in the building? c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.)	YES	NO	N/A
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems? V. FIRE ALARM SYSTEM Please Check YES, NO, N/A to the following questions: a. Is a fire alarm system installed in the building? b. Is an emergency voice/alarm communication system installed in the building? c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?	YES	NO	N/A
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems? V. FIRE ALARM SYSTEM Please Check YES, NO, N/A to the following questions: a. Is a fire alarm system installed in the building? b. Is an emergency voice/alarm communication system installed in the building? c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.)	YES	NO	N/A
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems? V. FIRE ALARM SYSTEM Please Check YES, NO, N/A to the following questions: a. Is a fire alarm system installed in the building? b. Is an emergency voice/alarm communication system installed in the building? c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building? d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered	YES	NO	N/A
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems? V. FIRE ALARM SYSTEM Please Check YES, NO, N/A to the following questions: a. Is a fire alarm system installed in the building? b. Is an emergency voice/alarm communication system installed in the building? c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building? d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?	YES	NO	N/A

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

VI. EXIT SIGNS & EMERGENCY LIGHTING			
Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?			
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?			
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?			
VII. ELEVATORS			
Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
Are elevators installed in the building?			
If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?			
If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?			
VIII. ADDITONAL INFORMATION			
OFFEROR'S STATEMENT			
I hereby attest that the above information is complete and accurate to the best o	f my knowl	edge.	
Signature: Date:			
Printed Name:			
Title:			
Name of Firm:			

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART B

The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

NOTES:

- a. The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, VA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.
- b. Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."
- c. Upon completion of Part B, the Offeror must sign and date the "Offeror's "Statement of Correction."
- d. The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

General Information.

- a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
- b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
- c. Identify the number of floors in the building (above and below grade)
- d. Identify the approximate gross square footage per floor in the building.
- e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
- f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
- Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.

2. Occupancy Classifications.

a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.

3. Building Construction.

a. Identify the building construction type.

Vertical Openings.

- a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
- b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.

Means of Egress.

- a. Identify the number of enclosed exit stairs on each floor of the building.
- b. For each exit stair, describe:
 - i. The clear width of each stair tread and location of measurement.
 - ii. The egress capacity of each exit stair.
 - iii. The location of where each exit stair discharges.
 - iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

- v. Any penetrations into and openings through each exit stair enclosure assembly.
- vi. Any headroom obstruction within each exit stair enclosure.
- vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
- viii. The exit stair remoteness arrangement.
- ix. Identify and describe if all exit stair doors are self-closing and self-latching.
- c. Identify and describe all exit doors that do not swing in the direction of exit travel.
- d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
- e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
- f. Identify by location and describe any concern regarding the exit signage within the building.
- g. Describe the building's emergency lighting system.
- h. Identify and describe if emergency power is provided within the building.
- i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, Standard for Emergency and Standby Power Systems or NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.

6. Automatic Fire Suppression Systems.

- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.
- b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.
- Identify and describe any other fire suppression systems installed within the building.
- d. Identify and describe the types of standpipes installed in the building.
- e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

7. Fire Alarm System.

- a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.
- b. Describe if the fire alarm system is connected to a U.L. listed Central Station, Remote Station, or to the local fire department.
- c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.
- d. Describe in if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

8. Elevators.

- a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
- b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, Safety Code for Elevators and Escalators, Phase I Emergency Recall Operation requirements.
- c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, Safety Code for Elevators and Escalators, Phase II Emergency In-Car Operation requirements.
- d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Date:
Phone #:() -
<u></u>

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE VA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

Signature:	Date:	
Printed Name:		
Title:		
Name of Firm:		

SAFETY AND ENVIRONMENTAL MANAGEMENT PRELEASE CERTIFICATION CHECKLIST

Building Name:	
Street Address:	_
City: State: Zip Code:	_
INSTRUCTIONS: Complete the following information that applies to the building being offered for lease by the Government. If building is not yet constructed, complete based on building plans and specifications.	<u>,</u>
The following information applies to: (CHECK ONE) an existing building a building planned for construction	
Building structural support (check one):	
Combustible (timber, wood, etc.) Noncombustible (concrete, steel, masonry, etc.)	
Other types of uses present in the building (check all that apply): Restaurants Laboratories Storage Retail Other; list	
Vertical openings between two or more floors:	
Stairs (check one): open enclosed with doors	
Shafts (check one): open enclosed; describe Other (check one): open enclosed; describe	-
Sprinklers (check one): None Corridors only All but corridors and lobbies Total building Other; describe locations:	_
Fire fighting capability (check one):	
None	
Fire extinguishers only	
Standpipes only Standpipes and fire extinguishers	

RLP No. VA528-13-R-0133 Page 1 Lessor: _____ Government: ____

SAFETY AND ENVIRONMENTAL MANAGEMENT PRELEASE CERTIFICATION CHECKLIST

Fire Alarm (check one): None Building alarm without automatic fire department notification Building alarm with automatic fire department notification Smoke detectors (check one): None All corridors Total building Other; describe locations:
Wall interior finish in space being offered for lease (check one): Painted walls of plaster, sheetrock or masonry Wallpaper or vinyl wall covering Cloth or corkboard Hardwood paneling Other; describe:
Floor finish in space being offered for lease (check one): Carpet Tile Concrete Hardwood Other; describe:
Building size and layout: Approximate outside dimensions of building:
Total gross area of building:square feet
Area of proposed lease:square feet
Total number of floors on building: Floor(s) of proposed lease:
Describe building layout (e.g., rectangular, E-shaped, U-shaped, etc.):
Exits (check one): No stairway; one floor on grade Stairways as described in the table below (place checks in appropriate boxes except for "distance to next stair" column which should contain a number, measured in feet, indicating the required walking distance to the next exit stair.):

RLP No. VA528-13-R-0133 Page 2 Lessor: _____ Government: ____

___ Don't know

SAFETY AND ENVIRONMENTAL MANAGEMENT PRELEASE CERTIFICATION CHECKLIST

No. 1 No. 2 No. 3 No. 4 The example represents an open stair (no doors) which discharges inside the building (perhaps into a lobby). A person must walk approximately 120 feet to reach the next exit stair. Note: fire escapes and ladders must not be counted as exit stairs.	Which	Stairway	Enclosure	Location of I	Exit Discharge	Distance to
No. 1 No. 2 No. 3 No. 4 The example represents an open stair (no doors) which discharges inside the building (perhaps into a lobby). A person must walk approximately 120 feet to reach the next exit stair. Note: fire escapes and ladders must not be counted as exit stairs.	Stair	Open	Separated	Inside	Directly to	next stair
No. 1 No. 2 No. 3 No. 4 The example represents an open stair (no doors) which discharges inside the building (perhaps into a lobby). A person must walk approximately 120 feet to reach the next exit stair. Note: fire escapes and ladders must not be counted as exit stairs.			by doors	building	outside	(in feet)
No. 2 No. 3 No. 4 The example represents an open stair (no doors) which discharges inside the building (perhaps into a lobby). A person must walk approximately 120 feet to reach the next exit stair. Note: fire escapes and ladders must not be counted as exit stairs.	Example	Х		Х		120
No. 3 No. 4 The example represents an open stair (no doors) which discharges inside the building (perhaps into a lobby). A person must walk approximately 120 feet to reach the next exit stair. Note: fire escapes and ladders must not be counted as exit stairs.	No. 1					
The example represents an open stair (no doors) which discharges inside the building (perhaps into a lobby). A person must walk approximately 120 feet to reach the next exit stair. Note: fire escapes and ladders must not be counted as exit stairs.	No. 2					
The example represents an open stair (no doors) which discharges inside the building (perhaps into a lobby). A person must walk approximately 120 feet to reach the next exit stair. Note: fire escapes and ladders must not be counted as exit stairs. Additional information on exits, if any (e.g., sketch of building):	No. 3					
lobby). A person must walk approximately 120 feet to reach the next exit stair. Note: fire escapes and ladders must not be counted as exit stairs.	No. 4					
	Additional inform	_				
	Additional inform	nation on exits, if	any (e.g., sketch of	f building):		
	Additional inform	nation on exits, if	any (e.g., sketch of	f building):		
	Additional inform	nation on exits, if	any (e.g., sketch of	f building):		

RLP No. VA528-13-R-0133 Page 3 Lessor: _____ Government: ____

SAFETY AND ENVIRONMENTAL MANAGEMENT PRELEASE CERTIFICATION CHECKLIST

This information provided by the offeror on this form is material facts upon which the Government relies in making an award. The Government has the right to require remedy if there is a misrepresentation. The Owner or Authorized Representative certifies that all features are in operating order and properly maintained.				
OWNER or AUTHORIZED REPRESENTATIVE	a. TYPED NAME AND ADDRESS (including ZIP Code)	b. TELEPHONE NO. (including area code)		
	c. SIGNATURE	d. DATE SIGNED		

RLP No. VA528-13-R-0133 Page 4 Lessor: _____ Government: ____

EXHIBIT I RLP: VA528-13-R-0133

Past Performance Evaluation Form

From:	
То:	
accordance with Federal Acquisition Regulat performance will be included in the award ev	cited by the Veterans Administration (VA). In tions (FAR), the evaluation of our firm's past valuation decision to be made by the VA. Your ire will assist the evaluation team in this process.
	uestionnaire may be released to our firm by the VA, e names of the persons providing the responses.
operations and the overall condition of the se encouraged to supplement their own knowled in your organization. Completed evaluations	dge of our performance with the judgment of others may be scanned and emailed to anie French at 315-425-4883. Completed evaluations F on August 13, 2013.
Contractor Name:	
Contractor Address:	
Contract Number:	
Date of Award:	/
Location and Description of Work:	

EXHIBIT I RLP: VA528-13-R-0133

Contractor Rating: Please circle the rating that best applies to the work performed.

Exceptional: Significantly exceeds lease requirements to benefit the owner. Performance in the area indicated was accomplished with few minor problems which were effectively corrected.

Very Good: Meets all lease requirements and exceeds some to benefit of the owner. Performance in the area indicated was accomplished with few minor problems which were effectively corrected.

Satisfactory: Meets all lease requirements. Performance in the area indicated was accomplished with some minor problems which appear to be adequately corrected.

Marginal: Does not meet some lease requirements. Performance in the area indicated reflects a serious problem which has been minimally corrected, if at all.

Unsatisfactory: Does not meet lease requirements and recovery is not likely in a timely or cost effective manner. Performance in the area indicated contains serious problem(s) which have been ineffectively corrected.

Quality of Work

Did the contractor comply with all lease requirements?	0 YES	0 NO
Did the completed project meet your expectations?	0 YES	0 NO
Is there unexpected maintenance activity?	0 YES	0 NO
Has unexpected maintenance activity disrupted tenant's operation?	0 YES	0 NO
Have latent defects been found since project completion?	0 YES	0 NO
How would you rate the contractor's compliance with safety standard	ards?	
0 Exceptional 0 Very Good 0 Satisfactory 0 Marginal 0 Unsati	isfactory	
To what extent have maintenance problems occurred (roof leaks, H etc.)?	VAC levels, I	pest infestations,
Would you select this firm again? 0 YES 0 NO		
Additional Comments:		

EXHIBIT I RLP: VA528-13-R-0133

Timely Performance

Complexity of Work	0 Complex	0 Difficult	0 Routine		
Contractor's staffing level co	nsistent with th	ne project's siz	e and complexity? 0	YES 0 N	10
How would you rate the cont maintenance problems (roof)			•	regards to	
0 Exceptional 0 Very Good	0 Satisfactory	0 Marginal	0 Unsatisfactory		
How would you rate the cont documentation?	ractor's timelin	ness in submitt	ing required reports, s	schedules, and	d
0 Exceptional 0 Very Good	0 Satisfactory	0 Marginal	0 Unsatisfactory		
Additional Comments:					
	Co	ost Control			
Amount of Original Contract	\$				
Were deductions taken for ur	nperformed or d	lefective work	?		
0 Frequently 0 Rare	ly 0 Nev	er			
How would you rate the cont modifications to the contract		in controlling	costs, especially in re	gards to	
0 Exceptional 0 Very Good	0 Satisfactory	0 Marginal	0 Unsatisfactory		
Additional Comments:					
	Busine	ss Manageme	ent		

How would you rate the contractor's on-site management of personnel and subcontractors?

0 Exceptional 0 Very Good 0 Satisfactory 0 Marginal 0 Unsatisfactory

How would you rate the contractor's onsite quality control?

0 Exceptional 0 Very Good 0 Satisfactory 0 Marginal 0 Unsatisfactory

How would you rate the contractor's management and coordination of subcontractors?

Telephone: _____

E-mail: _____

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EXHIBIT J

>

General Decision Number: NY130002 07/05/2013 NY2

Superseded General Decision Number: NY20120002

State: New York

Construction Types: Building, Heavy and Highway

Counties: Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie and Washington Counties in New York.

BUILDING CONSTRUCTION PROJECTS (For all counties except COLUMBIA, FULTON & GREENE) (does not include single family homes and apartments up to a including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification	Number	Publication	Date
0		01/04/2013	
1		01/11/2013	
2		01/18/2013	
3		01/25/2013	
4		02/01/2013	
5		02/08/2013	
6		02/22/2013	
7		04/05/2013	
8		04/26/2013	
9		05/03/2013	
10		05/17/2013	
11		05/31/2013	
12		06/07/2013	
13		06/14/2013	
14		06/28/2013	
15		07/05/2013	

ASBE0040-002 05/01/2013

bagging; and disposing of all insulation materials, whether they contain

Asbestos/Insulator Worker

SCOPE OF WORK: includes
application of all
insulating materials,
protective, coverings,
coating and finishing to
all types of mechanical
systems......\$30.60

HAZARDOUS MATERIAL HANDLER
Duties limited to
preparation wetting;
stripping; removal;
scrapping; vacuuming;

Page 101 of 150

asbestos or not from mechancial systems\$ 17.37	9.95
BOIL0197-002 01/01/2012	
Rates	Fringes
BOILERMAKER\$ 30.00	23.76
BRNY0002-019 06/01/2012	
Rates	Fringes
BRICKLAYER BRICKLAYERS, STONE MASONS, CEMENT MASONS, PLASTERERS, POINTERS, CAULKERS &	
CLEANERS\$ 30.36 HEAVY & HIGHWAY	17.25
CONSTRUCTION CEMENT MASONS\$ 31.82 MARBLE, TILE & TERRAZZO	16.61
FINISHERS\$ 22.94 MARBLE, TILE & TERRAZZO	14.37
WORKERS\$ 28.88	16.83
CARP0279-006 07/01/2011	
Rates	Fringes
Carpenters: HEAVY AND HIGHWAY CONSTRUCTION (COLUMBIA AND GREENE COUNTIES) Carpenters, Millwrights, Pile Drivers\$ 27.77	23.50
CARP0290-003 07/01/2011	
Rates	Fringes
Carpenters: SARATOGA COUNTY	
HEAVY & HIGHWAY CONSTRUCTION:\$ 28.00 WASHINGTON COUNTY	15.60
HEAVY & HIGHWAY CONSTRUCTION:\$ 27.55	15.55
PAID HOLIDAYS: Labor Day, provided the the payroll the calender week or any of preceding the holiday and works the day	the holiday week after the holiday.
CARP0290-006 07/01/2011	
ALBANY, FULTON, MONTGOMERY, RENSSELAER, SO	CHENECTADY AND

SCHOHARIE COUNTIES

Page 102 of 150

	Rates	Fringes
Carpenters: BUILDING CONSTRUCTION		
Carpenters & Soft Floor		
Layers	\$ 27.35	17.05
Piledriver	\$ 27.35	17.05
HEAVY & HIGHWAY		
CONSTRUCTION		
Carpenters	\$ 27.79	17.55
CARP0290-008 07/01/2009		

	Rates	Fringes
Carpenters:		
CARPENTERS	\$ 26.39	14.95
DIVER TENDERS	\$ 25.49	14.95
DIVERS (Dry Day)	\$ 25.49	14.95
DIVERS	\$ 60.00	14.95
PILEDRIVERS	\$ 24.49	14.95

ELEC0236-001 06/01/2013

ALBANY; COLUMBIA; FULTON; GREENE (that portion North of a line following the south limits of the city of Catskill); MONTGOMERY; RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; WASHINGTON

	Rates	Fringes
ELECTRICIAN	.\$ 34.50	21.01
ELEC0363-004 04/01/2012		

GREENE COUNTY (Portion of)

	Rates	Fringes
ELECTRICIAN	37.00	6%+22.10+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

Rates Fringes

LINE CONSTRUCTION: Lineman (LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information

^{*} ELEC1249-003 05/06/2013

systems)		
Flagman\$	23.51	7.5%+19
Groundman Truck Driver		
(tractor trailer unit)\$	33.31	7.5%+19
Groundman Truck Driver\$	31.35	7.5%+19
Lineman & Technician\$	39.19	7.5%+19
Mechanic\$	31.35	7.5%+19

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

^{*} ELEC1249-004 05/06/2013

* ELEC1249-004 05/06/2013		
	Rates	Fringes
Line Construction: Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities (where no other trades are or have been involved):		
FlagmanGroundman digging machine	.\$ 26.47	7.5%+19.00+a
operatorGroundman truck driver	.\$ 39.71	7.5%+19.00+a
(tractor trailer unit) Groundman Truck driver Lineman and Technician Mechanic Overhead transmission line work (where other trades are or have been involved):	.\$ 35.30 .\$ 44.12 .\$ 35.30	7.5%+19.00+a 7.5%+19.00+a 7.5%+19.00+a 7.5%+19.00+a
FlagmanGroundman digging machine	.\$ 26.47	7.5%+19.00+a
operatordriver	.\$ 39.71	7.5%+19.00+a
<pre>(tractor trailer unit) Groundman truck driver Lineman and Technician Mechanic</pre>	.\$ 35.30 .\$ 44.12	7.5%+19.00+a 7.5%+19.00+a 7.5%+19.00+a 7.5%+19.00+a
Cable SplicerFlagman		

Page 104 of 150

Ground man truck driver\$ Groundman digging machine	35.30	7.5%+19.00+a
operator\$ Groundman truck driver	38.45	7.5%+19.00+a
(tractor trailer unit)\$	37 50	7.5%+19.00+a
Lineman & Technician\$		7.5%+19.00+a
Mechanic\$	35.30	7.5%+19.00+a
Switching structures;		
railroad catenary		
installation and		
maintenance, third rail		
type underground fluid or		
gas filled transmission		
conduit and cable		
installations (including		
any and all fiber optic		
ground product by any		
other name manufactured		
for the dual purpose of		
ground fault protection		
and fiber optic		
capabilities), pipetype		
cable installation and		
maintenance jobs or		
projects, and maintenance		
bonding of rails; Pipetype		
cable installation		
Cable Splicer\$		7.5%+19.00+a
Flagman\$	27.24	7.5%+19.00+a
Groundman Digging Machine		
Operator\$	39.71	7.5%+19.00+a
Groundman Truck Driver		
(tractor-trailer unit)\$		7.5%+19.00+a
Groundman Truck Driver\$		7.5%+19.00+a
Lineman & Technician\$		7.5%+19.00+a
Mechanic\$	36.32	7.5%+19.00+a
TELEPHONE, CATV		
FIBEROPTICS CABLE AND		
EQUIPMENT		
Cable splicer\$		7.5%+19.00
Groundman\$	31.35	7.5%+19.00
Installer Repairman-		
Teledata		
Lineman/Technician-		
Equipment Operator\$		7.5%+19.00
Tree Trimmer\$	21.64	7.36+3%

FOOTNOTE:

- a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.
- b. New Years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

LINE CONSTRUCTION (LINEMAN) LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS

COLUMBIA COUNTY

	Rates	Fringes
LINE CONSTRUCTION: Lineman Flagman\$ Groundman Digging Machine	26.47	7.5%+19
Operator\$ Groundman Truck Driver	39.71	7.5%+19
(Tractor-trailer unit)\$	37.50	7.5%+19
Groundman Truck Driver\$	35.30	7.5%+19
Lineman and Technician\$	44.12	7.5%+19
Mechanic\$	35.30	7.5%+19

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEV0035-001 01/01/2013

ALBANY; COLUMBIA (Towns of Claverack, Hillsdale, Ghent, Stockport, Austerlitz, Canaan, New Lebanon, Chatham, Kinderhook, Styvesant and Greenport); FULTON; GREENE (Towns of Durham, Greenville, New Baltimore, Coxcsackie and Athens); MONTGOMERY, RENSSELAER, SARATOGA, SCHENECTADY, SCHOHARIE AND WASHINGTON COUNTIES

		Rates	Fringes
Elevator	Constructor	\$ 40.36	25.185+a+b

FOOTNOTES:

- a. 8 PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and the day after Thanksgiving Day, Christmas Day.
- b. Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ELEV0138-004 01/01/2013

COLUMBIA COUNTY (THE TOWNS OF ANCRAM, CLERMONT, COPAKE, GALLATIN, GERMANTOWN, LIVINGSTON, AND TAGHKANIC); GREEN COUNTY (THE TOWNS OF HUNTER AND CATSKILL)

^{*} ELEC1249-007 05/06/2013

	I	Rates	Fringes
ELEVATOR	MECHANIC\$	50.68	25.185+a+b

FOOTNOTES:

- a. 8 PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.
- b. Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0106-001 07/01/2012

HEAVY & HIGHWAY

F	Rates	Fringes
Power equipment operators:		
GROUP 1\$	34.71	21.75+a
GROUP 2\$	33.80	21.75+a
GROUP 3\$	31.23	21.75+a
GROUP 4\$	38.71	21.75+a
GROUP 5\$	37.71	21.75+a
GROUP 6\$	36.71	21.75+a
GROUP 7\$	36.32	21.75+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization) Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day and Veteran's Day

ENGI0106-002 07/01/2012

BIITIDING

	Rates	Fringes
Power equipment operators:		
GROUP A(1)	\$ 35.20	21.50+a
GROUP A	\$ 34.76	21.50+a
1	\$ 36.20	21.50+a
2	\$ 37.20	21.50+a
GROUP B	\$ 33.85	21.50+a
GROUP C	\$ 31.28	21.50+a

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (BUILDING):

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums:

- 1 over 150'- \$1.00
- 2 over 200'- \$2.00

GROUP A: Shovel, All Excavators (including rubber tire full swing), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under), maintenance engineer, self contained crawler, drill-hydraulic rock drill.

GROUP B: Backhoe, (rubber-tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller

GROUP C: Fork lift, high lift, lull, oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator,

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conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps

IRON0012-011 05/01/2013

ALBANY; COLUMBIA; FULTON (Albin, Bleecker, Broad, Johnstown, Mayfield, Northampton and Perth); GREENE, MONTGOMERY (Amsterdam, Charleston, Florida, Glen, Mohawk and Root); RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; and WASHINGTON COUNTIES:

	Rates	Fringes
Ironworkers:		
Sheeter, Bucker-up		17.96
SheeterStructural, Ornamental, Rodman, Machinery Mover,	\$ 28.75	20.84
Rigger, Fence Erector, Reinforcing, Stone		
Derrickmen	\$ 28.50	20.84

IRON0440-007 05/01/2013

FULTON (Twps. of Caroga, Ephratah, Oppenheim, Stratford); MONTGOMERY (Twps of Canajoharie, Minden, Palatine, St. Johnsville):

Ironworkers:	
Structural, Ornamental,	
Rodman, Machinery Mover,	
Rigger, Fence Erector,	
Reinforcement, and Stone	
Derrickman\$ 25.00	22.76

Rates

COLUMBIA COUNTY (Twps of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson)

Rates Fringes

Fringes

Laborers:

COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont, and the City of Hudson) (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related

^{*} LABO0017-001 07/01/2013

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work) HEAVY & HIGHWAY		
GROUP 1:\$	29.65	21.35+a
GROUP 2:\$	34.00	21.35+a
GREENE COUNTY (Township of		
Catskill) HEAVY & HIGHWAY:		
GROUP 1:\$	29.65	21.35+a
GROUP 2:\$	34.00	21.35+a
GROUP 3:\$	37.90	21.35+a
GROUP 4:\$	41.65	21.35+a
TUNNEL, SHAFT & CAISSON		
WORK		
GROUP 1\$	42.65	21.35+a

For HEAVY & HIGHWAY CLASSIFICATIONS in COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson)

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective equipment and clothing are not required

GROUP 2: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required

For HEAVY & HIGHWAY CLASSIFICATIONS in GREENE COUNTY (Township of Catskill)

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Lincoln's Birthday, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, provided the employee is an employee of the company prior to the scheduled holiday and reports to work the first day following the holiday unless prevented from doing so for legitimate reasons.

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipe lining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti

gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and caustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine

GROUP 3 Ingersoll Rand heavy duty crawler-master HCMZ, any drill using a 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman

For TUNNEL, SHAFT & CAISSON WORK CLASSIFICATIONS

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powderman;

Miner and all machine men, Safety Miner, all shaft work, caisson work, drilling, blow pipe, all air tools, tugger, scaling, nipper gunniting from pot to nozzle, bit grinder, signal man (top and bottom), shield driven tunnel, mixed

face and soft ground liner plate tunnel in free air
LABO0035-001 06/01/2011

FULTON (TWPS OF CAROGA, EPHRATA, OPPENHEIM, AND STRAFORD); MONTGOMERY (TWPS OF CANAJOHARIE, MINDEN AND PALATINE, ROOT AND ST. JOHNSVILLE)

	Rates	Fringes
Laborers Building Construction Asbestos Removal Blasters, Form Setters, MotorBuggy Operator (Rider	\$ 21.50	14.24
Type)	\$ 20.50	14.24
mechanical systems HEAVY & HIGHWAY:	\$ 21.50	14.24
GROUP 1:	\$ 25.00 \$ 25.20 \$ 25.40 \$ 20.00	17.39 17.39 17.39 17.39 14.24
(Walk Behind)		14.24 14.24

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

GROUP 1: Common Laborers, Flagman, Outboard and Hand boats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jackhammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborer's tools, Installation of bridge drainage, Pipelayers, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw Operator on asphalt paver, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunnite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil, and air tool operators, Wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master and similar type), Acetylene torch operators,

and Asphalt paver, Powderman

GROUP 4: Blasterers, Form setters, Stone or Granite Curb setters

LABO0157-001 07/01/2012

FULTON (Twps. of Bleeker, Mayfield, Northhampton, Johnstown, Broadalbin and Perth); MONTGOMERY (Twps. of Mohawk, Glen, Charleston, Amsterdam, and Florida); SARATOGA (Twps. of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Northcumberland, Galway, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park); SCHENECTADY and SCHOHARIE COUNTIES.

	Rates	Fringes
LABORER		
BUILDING:		
GROUP 1\$	24.34	15.09
GROUP 2\$	25.69	15.09
HEAVY & HIGHWAY:		
GROUP 1:\$	27.50	16.24+a
GROUP 2:\$	27.70	16.24+a
GROUP 3:\$	27.90	16.24+a
GROUP 4:\$	28.10	16.24+a
GROUP 5:\$	29.50	16.45+a

LABORER CLASSIFICATIONS

Group 1: Common Laborers

Group 2: Asbestos and Toxic Materials

Commercial projects valued at \$800,000 or less and/or industrial projects valued at \$100,000 or less, excluding demolition work (the complete razing of structures) 75% of the basic wage scale with full benefits will apply

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

LABORER CLASSIFICATIONS

GROUP 1: Common laborers, flagman, outboard & hand boats

GROUP 2: Bull float, chain saw, concrete aggregate bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tamper, drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2") and single diaphragm), nozzle (asphalt, gunnite, seeding, and sand blasting), laborers on chain fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, and air tool operators, wrecking

laborers

GROUP 3: All rock drilling machine operators (except quarry master and similar type), acetylene torch operator, and asphalt paver, powderman

 ${\tt GROUP}$ 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO0190-001 01/01/2013

ALBANY; RENSSELAER COUNTY, WASHINGTON COUNTY, SARATOGA COUNTY (Townships of Stillwater, Halfmoon, Saratoga)

	Rates	Fringes
Laborers:		
BUILDING:		
GROUP 1	\$ 24.26	17.05
GROUP 2	\$ 25.61	17.05

LABORERS CLASSIFICATIONS

GROUP 1: Common Laborers

GROUP 2: Hazardous waste removal Commercial projects valued at \$800,000 or less and/or industrial projects valued at \$100,000 or less excluding demolition work, (complete razing of structures) will receive 75% of basic wage scale with full fringes will apply

ALBANY; RENSSELAER; COLUMBIA (Twps. of Stuyvesant, Stockport, Kinderhook, New Lebanon, Cannan, Ghent, Chatham, Austerlitz).
GREENE (except Catskill Township). WASHINGTON COUNTY. SARATAGO COUNTY (Townships of Stillwater, Halfmoon Saratoga)

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY:		
GROUP 1:\$	27.04	17.35
GROUP 2:\$	27.24	17.35
GROUP 3:\$	27.44	17.35
GROUP 4:\$	27.64	17.35
GROUP 5:\$	29.04	17.35

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, flagmen, outboard and hand boats

^{*} LABO0190-002 07/01/2013

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GROUP 2: Bull float, chain saw, concrete aggregated bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tampers, drill doctor, Tail or screw operator on asphalt paver, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunnite, seeding, and sand blasting) Laborers on chain link fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, air tool operators, and wrecking laborers

GROUP 3: All rock air drilling machine operators (except quarry master and similar type), acetylene torch operators, and asphalt paver, powderman

 ${\tt GROUP}$ 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO1000-005 05/01/2012

COLUMBIA (Twps. of Greenport, Claverack, Hillsdale, Livingston, Germantown, Taghkanic, Copake, Clermont, Gallatin, Ancram):

I	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1\$	25.60	22.25+a
GROUP 2\$	29.36	22.25+a
GROUP 3\$	30.36	22.25+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson; Placing and maintenance of all flares, cones, lights, signs, barricades; traffic control custodial work; traffic directors; temporary heat or light tenders; tool rooms

GROUP 2: General Laborers, Dumpman, Pitman, Concrete man; Signal man; Pipelayers; Rip rap; Dry stone layer; Jack hammer; Powderman; Highscalers power buggy operator; Steel rod carrier; Vibratory operator; other machine operator; wrecking; Vibrator operator-compactor; Gunite and sandblasting; Water pump 2" or under; Nipper; Chucker; Asphalt Workers

GROUP 3: Asphalt raker; Asphalt Screedman; Drillers (all); Laser Beam Operator; Form Setter/Aligners; Blasters

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, November Election Day, Thanksgiving Day, and Christmas Day

PAIN0009-005 05/01/2012		
	Rates	Fringes
Painters: Lead Abatement Workers, Structural Steel		
Zone 1		9.20 9.95
Finishers, Spray Zone 1	\$ 26.84	9.20 9.95
Zone #1 Entire counties of AI RENNSELAER, SCHOHARIE, SCHENECT		
ZONE #2 All of WASHINGTON Count	-у 	
PAIN0009-013 05/01/2013		
	Rates	Fringes
GLAZIER	\$ 24.80	17.08
PAIN0155-002 05/01/2013		
COLUMBIA AND GREENE COUNTIES		
	Rates	Fringes
Painters: Drywall Finisher Lead Abatement Work Painter/Paperhanger Spray Rate	\$ 29.44	18.66 18.66 18.66 18.66
PAIN0806-002 10/01/2012		
ALBANY, COLUMBIA, FULTON, GREENE, SCHOHARIE, SCHENECTADY, SARATOGA		
	Rates	Fringes
Painters: Structural Steel and Bridge.	\$ 47.00	32.08
PLUM0007-001 05/01/2013		
ALBANY; COLUMBIA; FULTON; GREENE; SCHENECTADY; SARATOGA (Towns of C Halfmoon, Milton, Stillwater and	Charlton, Cli	
	Rates	Fringes
PLUMBER/PIPEFITTER		21.94

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Fringes

PLUM0112-019 05/01/2013

Townships of Canajoharie and Minden

Plumber and Steamfitter
Northern Zone......\$ 31.75 22.60

Rates

PLUM0773-002 05/01/2013

SARATOGA (Remainder of County); WASHINGTON COUNTY:

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 32.63 24.55

ROOF0203-003 06/01/2011

SCHOHARIE COUNTY:

Rates Fringes

ROOFER.....\$ 23.12 12.72

ROOF0241-001 06/01/2010

Rates Fringes

ROOFER......\$ 25.65 11.25

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SFNY0669-001 01/01/2013

Rates Fringes

SPRINKLER FITTER.....\$ 29.83 20.42

SHEE0083-001 06/01/2012

Rates Fringes
Sheet metal worker......\$ 30.86 21.90+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

Rates Fringes

TEAM0294-002 05/01/2013

BUILDING CONSTRUCTION

Truck drivers:

GROUP 1......\$ 25.27 17.29+a

GROUP 2......\$ 25.57 17.29+a

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FOOTNOTES:

a. One week vacation after 1 year; 2 weeks vacation after 5 years.

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Straight, winch, transit mix on job site, road oilers, dump, panel, pick-up, water and fuel trucks on site (including nozzle)

GROUP 2: Euclid or similar equipment, lowboy or lowboy trailers

^{*} TEAM0294-003 07/01/2013

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY		
GROUP 1	\$ 26.67	18.77+a
GROUP 2	\$ 26.72	18.77+a
GROUP 3	\$ 26.81	18.77+a
GROUP 4	\$ 26.92	18.77+a
GROUP 5	\$ 27.07	18.77+a

TRUCK DRIVERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Pick-ups, panel trucks, flatboy material trucks (straight jobs), single axle dump trucks, dumpsters, receivers, greasers, truck tireman

- GROUP 2: Tandems, batch trucks, mechanics
 - GROUP 3: Semi-trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck
 - GROUP 4: Specialized earth moving equipment euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit
 - GROUP 5: Off-highway tandem back dump, twin engine equipment and double hitched equipment where not self-loaded

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

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award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

GSA		VA528-13-L-0091	NUSF=	
	Agency:	VA		
anuary 0, 1900	Location:	Columbia/Greene Cour	ntv. NY	
	RU Factor		RSF=	_
lasterformat CSI	System Elements		TI*	SHELL**
Div 1	General Requirements		\$ -	\$ -
Div 2	Site work & Demolition		\$ -	\$ -
Div 3	Concrete		\$ -	\$ -
Div 4	Foundations / Masonry		\$ -	\$ -
Div 5	Metals		\$ -	\$ -
Div 6	Woods & Plastics		\$ -	\$ -
Div 7	Thermal & Moisture		\$ -	\$ -
Div 8	Doors & Windows		\$ -	\$ -
Div 9	Finishes		\$ -	\$ -
Div 10	Specialties		\$ -	\$ -
Div 11	Equipment		\$ -	\$ -
Div 12	Furnishings		\$ -	\$ -
Div 13	Special Construction		\$ -	\$ -
Div 15	General Construction		\$ -	\$ -
Div 21	Fire Suppression		\$ -	\$ -
)iv 22	Plumbing		\$ -	\$ -
0iv 23	HVAC		\$ -	\$ -
Div 26.1	Electrical		\$ -	\$ -
0iv 26.2	Lighting		\$ -	\$ -
0iv 27	Communications, Security & Other Elec. Systems		\$ -	\$ -
Div 28.1	Electrical safety & Security		\$ -	\$ -
0iv 28.2	Security		\$ -	\$ -
0iv 32	Exterior		\$ -	\$ -
Subtotal	Trade Costs	•	\$ -	\$ -
	General Contractor Fee	Percent	\$ -	\$ -
Subtotal	Construction Costs		\$ -	\$ -
	Architectural & Engineering Fees (NIC DID costs)		\$ -	\$ -
	Other Lessor Soft Costs***		\$ -	\$ -
	Taxes	0.00%	\$ -	\$ -
Subtotal	Lessor's Costs:		\$ -	\$ -
	Lessor's Overhead and Profit	Percent	\$ -	\$ -
Total	Price to Government:	. 2100111	\$ -	\$ -
. 0101		Cost per ABOA SF	#DIV/0!	*
	<u> </u>	Cost per ABOA SF	#DIV/0!	#DIV/0!

DEFINITIONS tablein the work book for the breakdown.

*** Other Lessor Soft Costs: typically project management, mortgage banking fee, counsel, travel, appraisal, permits, etc.

Provide separate breakdown separately or within the INPUT PROJECT INFO worksheet.

INFORMATION NEEDED TO COMPLI	ETE TICS TABLE		
LEASE GS-XXX-XXX or Project	VA528-13-L-0091		
Agency			
Location: City, State	Columbia/Greene Co	ounty, NY	
•			
ABOA SF =			
TIA PER ABOA SF =			General contractor fee and
RSF=			Lessor's overhead and profit
DATE:			fields are structured to allow you to choose percentage or a
			lump sum.
General Contractor Fee	'		
Taxes (if not included on contractor's bids), materials only			
Lessor's Overhead and Profit	percent		
mortgage banking fee, counsel, travel, appraisal, permits, etc. List separately.		Shell	
project management	1		
mortgage banking fee			
counsel			
travel			
appraisal			
permits			

INSTRUCTIONS

Read and understand SHELL-TI DEFINITIONS tab.

Input project specific information as appropriate in the INPUT PROJECT INFO worksheet, in order to auto-populate the TICS worksheet. This includes ANSI-BOMA Office Area (ABOA) square footage, soft costs, overhead and profit, fees, and taxes.

Fill in each line for all Shell and TI items in the corresponding division tabs included in the Tenant Improvement Cost Summary (TICS). Include all subcontractors' soft costs. Example shown below.

Material	
Description	Accurately describe each item being priced.
Quantity	List the quantity e.g., 1,2, 3, etc.
Unit	(Example) LS,EA,GAL,LF, SF, etc.
Cost	Amount
Total	Total cost of all material.
Labor	
Hours	Time projected to perform the task.
Labor Rate	Cost per hour of labor.
Total	Cost of labor.
TOTAL	Combines overall materials and labor.

Shell

- Fill out light green fields titled (SHELL), inputting only cost associated with shell as defined in the SHELL-TI DEFINITION'S tab.
- Fill each division tab 1-32 as needed for the construction to be preformed under the (SHELL) cost as indicated above.

Tenant Improvements (TI)

TIs include the finishes and fixtures that take space from the shell condition to a finished, usable condition.

- Fill out fields titled (TI), inputting only cost associated with (TI) as defined in the SHELL-TI DEFINITION'S tab.
- Fill each division tab 1-32 as needed for the construction to be performed under the (TI) cost as indicated above.

CONSTRUC	TION C	OST EST	IMATE			Janua	ıry 0, 1900		
DIVISION 9 - FINIS	SHES (TI)								
MATERIAL LABOR									
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL		
XYZ Paint	1	GAL.	\$25.00	\$25.00	2.5	\$36.25	\$90.63		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
			Total	\$25.00		Total	\$90.63		
						TOTAL	\$115.63		
DIVISION 9 - FINIS	SHES (SHE	LL)							
ABC Paint	10	GAL.	\$27.00	\$270.00	6.0	\$36.25	\$217.50		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
			Total	\$270.00		Total	\$217.50		
						TOTAL	\$487 50		

Per GSA Pricing Desk Guide, 4th Edition.

Table 2-2. Shell Definition

Base Building	Tenant Areas
Base structure and building enclosure components (windows with exterior finishes) are complete.	Broom-clean concrete floor slab, with level floor not varying more than ¼ inch over 10-foot horizontal run, in accordance with American Concrete Institute Standards.
Base building electrical and mechanical systems (e.g., central fire alarm, chiller plant, cooling tower) are complete and functional.	Gypsum wallboard, spackled and prime painted, on exterior perimeter walls and interior core walls, is installed.
All common areas, such as lobbies, elevators, fire egress corridors and stairwells, garages, and service areas are complete. (Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.)	2 by 2 feet suspended acoustical ceiling with 2 by 2 feet parabolic fluorescent (or other building standard, such as 2 by 4 feet fixtures) installed in the ceiling grid for an open office plan at the rate of one fixture per 80 USF, is installed.
Building common restrooms are complete	Common corridor stud walls, without

and operational.

gypsum board on demised tenant premises side and without suite entry door, are installed.

Building cores on each floor with assignable space contain the following: tappable domestic water riser, service sanitary drain, sanitary vent, ready for extension to tenant-demised areas.

Electrical power distribution panels and circuit breakers available in an electrical closet, with capacity at 277/480 volt and 120/208 volt, 3-phase, 4-wire providing 7 watts per USF.

Designated connection point to the central fire alarm system for extension to tenant-demised areas.

Distribution backboard within a wire closet for connection to tenant's telephone lines. Vertical conduit (empty sleeve) through building core, available for tenant wiring and cabling.

Central heating, ventilation, and air conditioning (HVAC) systems are installed and operational, including, as appropriate, main and branch lines, variable air volume boxes, dampers, flex ducts and diffusers, for open office layout. Conditioned air through medium pressure ductwork at a rate of .75 cfm per square foot of usable area is provided.

Sprinkler mains and distribution piping in a protection layout (open plan) with heads turned down, concealed with an escutcheon or trim plate, are installed.

CONSTRUCTION COST ESTIMATE	
DIVISION 1 GENERAL REQUIREMENTS	\$ -
DIVISION 2 SITE WORK AND DEMOLITION	\$ -
DIVISION 3 CONCRETE	\$ -
DIVISION 4 MASONRY	\$ -
DIVISION 5 METALS	\$ -
DIVISION 6 WOOD AND PLASTICS	\$ -
DIVISION 7 THERMAL & MOISTURE	\$ -
DIVISION 8 DOORS AND WINDOWS	\$ -
DIVISION 9 FINISHES	\$ -
DIVISION 10 SPECIALTIES	\$ -
DIVISION 11 EQUIPMENT	\$ -
DIVISION 12 FURNISHINGS & EQUIPMENT	\$ -
DIVISION 13 SPECIAL CONSTRUCTION	\$ -
DIVISION 15 GEN CONSTRUCTION	\$ -
DIVISION 21 FIRE SUPPRESSION SYSTEMS	\$ -
DIVISION 22 PLUMBING	\$ -
DIVISION 23 HEATING VENTILATION AND AIR CONDITIONING	\$ -
DIVISION 26.1 ELECTRICAL	\$ -
DIVISION 26.2 LIGHTING	\$ -
DIVISION 27 COMMUNICATIONS	\$ -
DIVISION 28.1 ELECTRONIC, SAFETY	\$ -
DIVISION 28.2 SECURITY	\$ -
DIVISION 32 EXTERIOR	\$ -
TOTAL	\$ -

CONSTRUCTION CO	January 0, 1900						
A&E DESIGN (TI)							
			MATER	IAL		LABOR	
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
			TOTAL	\$0.00		TOTAL	\$0.00
&E DESIGN (SHELL)						TOTAL	\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
			TOTAL	\$0.00		TOTAL	\$0.00
				\$3.00		TOTAL	\$0.00

						DATE PREPARED	
NSTRUCTION CO		TE				Janu	uary 0, 1900
ION 1 - GENERAL REQ	UIREMENTS (TI)						
DECORIDERAN	1 011411 1			TERIAL	Helipe	LABOR	TOTAL
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
				\$0.00			9
				\$0.00			(
				\$0.00			9
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			(
				\$0.00			;
				\$0.00			9
			TOTAL	\$0.00		TOTAL	
SION 1 - GENERAL REQ	UIREMENTS (SH	ELL)				TOTAL	
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			9
				\$0.00			
				\$0.00			
				\$0.00			9
				\$0.00			
				\$0.00			9
				\$0.00			
				\$0.00			9
				\$0.00			
			TOTAL	\$0.00		TOTAL	
						TOTAL	

ONOTOLIOTION OF	OT FOTIL					DATE PREPARED January 0, 1900		
ONSTRUCTION CO						January (0, 1900	
ISION 2 - SITE WORK AN	D DEMOLITION ((TI)						
DECORIDEION	OLIAN	LINUT		ERIAL	HOURS	LABOR		
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL	
				\$0.00			\$0.	
				\$0.00			\$0.	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
			TOTAL	\$0.00		TOTAL	\$0	
ISION 2 - SITE WORK AN	D DEMOLITION ((SHELL)				TOTAL	\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$(
				\$0.00			\$(
				\$0.00				
							\$0	
				\$0.00			\$0	
			TOTAL	\$0.00		TOTAL	\$0	
			TOTAL	\$0.00		TOTAL TOTAL	\$0 \$0	

						DATE PREPARED		
DNSTRUCTION CO		TE				Ja	anuary 0, 1900	
ISION 3 - CONCRETE (TI)								
DESCRIPTION	CHAN	LINUT	MATERIAL			LABOR TOTAL		
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$(
				\$0.00		 	\$(
				\$0.00			\$6	
				\$0.00			\$1	
				\$0.00		1	\$(
				\$0.00			\$1	
				\$0.00			\$(
SION 3 - CONCRETE (SHEL			TOTAL	\$0.00		TOTAL TOTAL	\$0 \$0	
SION 3 - CONCRETE (SHEL	L)		I			TOTAL		
				\$0.00			\$1	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
			TOTAL	\$0.00 \$0.00		TOTAL	\$ \$	
				ψ0.00		TOTAL	\$(

						DATE PREPARED			
CONSTRUCTION CO	OST ESTIMA	TE				Janua	ry 0, 1900		
IVISION 4 - MASONRY (TI)									
				ERIAL		LABOR	LABOR		
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00		1	\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
			TOTAL	\$0.00 \$0.00		TOTAL	\$0.00 \$0.00		
DIVISION 4 - MASONRY (SHELL)		ITOTAL	\$0.00		TOTAL	\$0.00		
(\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
				\$0.00			\$0.00		
			TOTAL	\$0.00		TOTAL	\$0.00		
						TOTAL	\$0.00		

						DATE PREPARED	
NSTRUCTION CO	OST ESTIMA	ATE				Janua	ary 0, 1900
SION 5 - METALS (TI)			Т ма	TERIAL		LABOR	
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
CION E METAL C (CHEL	1.)		TOTAL	\$0.00		TOTAL	\$0
SION 5 - METALS (SHEL	.L)					TOTAL	\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
			TOTAL	\$0.00		TOTAL	\$0
						TOTAL	\$0

NOTOLICTION	OT COTING	TE				DATE PREPARED	wan, 0, 4000	
NSTRUCTION CO		AIE .				Jan	uary 0, 1900	
SION 6 - WOOD AND PLA	ASTICS (TI)		MATE	TRIAL		LADOD		
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	LABOR HOURS Labor Rate TOTAL		
DESCRIPTION	QUAN.	UNIT	COST		HOURS	Labor Rate		
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
ION 6 - WOOD AND PLAST	ICE (CHELL)		TOTAL	\$0.00		TOTAL TOTAL	<u> </u>	
ION 6 - WOOD AND PLAST	IICS (SHELL)		I			TOTAL		
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			<u> </u>	
				\$0.00			\$	
				\$0.00			\$	
			TOTAL	\$0.00		TOTAL	\$	
			TOTAL	\$0.00		TOTAL	\$	

ONOTOLIOTICS: O	00T F0TI:					DATE PREPARED	0.4000	
ONSTRUCTION CO		TE				January	0, 1900	
VISION 7 - THERMAL & M	OISTURE (TI)		DA A TI	EDIAL		LABOR		
DESCRIPTION	QUAN.	UNIT	MATERIAL COST TOTAL HOURS			HOURS Labor Rate TOT		
DECORN HOR	GOAIT.	Oldi	0001		HOOKO	Labor Nate		
				\$0.00			\$0.0	
				\$0.00			\$0.0	
				\$0.00			\$0.	
				\$0.00			\$0.	
				\$0.00			\$0.	
				\$0.00			\$0.	
				\$0.00			\$0.	
				\$0.00			\$0.	
				\$0.00			\$0.	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
			TOTAL	\$0.00		TOTAL	\$0	
/ISION 7 - THERMAL & M	OISTURE (SHELL	.)		•		TOTAL	\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
				\$0.00			\$0	
			TOTAL	\$0.00		TOTAL	\$0	

IOTOLIOTION: OC	OT FOTIS					DATE PREPARED	1000
ISTRUCTION CO		ATE				January 0,	1900
ION 8 - DOORS & WIND	OWS (TI)						
DECODIRE	CUAN	LINUT	MATE		HOURE	LABOR Labor Bate	TOTAL
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
			TOTAL	\$0.00		TOTAL	\$
SION 8 - DOORS & WIND	OWS (SHELL)					TOTAL	\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			9
				\$0.00			9
			TOTAL	\$0.00			9
			TOTAL	\$0.00		TOTAL	

						DATE PREPARED	
ONSTRUCTION CO	ST ESTIMA	<u>TE</u>			January 0, 1900		
/ISION 9 - FINISHES (TI)				TERIAL		LABOR	
DECORIDEION	CHAN	LINUT		TERIAL	HOURE	LABOR	TOTAL
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0.
				\$0.00			\$0
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0.
			TOTAL	\$0.00		TOTAL	\$0.
VISION 9 - FINISHES (SHEL	L)					TOTAL	\$0
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			
							\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
			TOTAL	\$0.00			\$0
			TOTAL	\$0.00		TOTAL	\$0

						DATE PREPARED	
ONSTRUCTION CO		TE				Januar	y 0, 1900
VISION 10 - SPECIALTIES	(TI)		1				
DESCRIPTION	OHAN	LINIT		TERIAL TOTAL	HOURE	LABOR Labor Bata	TOTAL
DESCRIPTION	QUAN.	UNIT	COST		HOURS	Labor Rate	TOTAL
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00		+	\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
			TOTAL	\$0.00		TOTAL	\$0.
IVISION 10 - SPECIALTIES	(SHELL)					TOTAL	\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.0
			TOTAL	\$0.00		TOTAL	\$0.0

IOTOLIOTICAL OC						DATE PREPARED	0. 1000
ISTRUCTION CO		<u>IL</u>				January	0, 1900
ION 11 - EQUIPMENT (1	11)		MATE	DIAL		LABOR	
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
DECORAL FICH	QUAN.	ONIT	0001		пооко	Labor Nate	
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
			TOTAL	\$0.00 \$0.00		TOTAL	\$0 \$0
SION 11 - EQUIPMENT (S	SHELLY		ITOTAL	\$0.00		TOTAL	\$0
SION III - EQUIPMENT (C						IOIAL	·
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$(
				\$0.00			\$0
			TOTAL	\$0.00 \$0.00		TOTAL	\$0 \$ 0
			TOTAL	\$0.00		TOTAL	φ(

						DATE PREPARED	2 1222
NSTRUCTION CO						January	0, 1900
ISION 12 - FURNISHINGS	& EQUIPMENT (TI)	DA A T	ERIAL		LABOR	
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
DECORAL FICH	QOAIT.	O.u.i	0001		noono	Luboi Ruto	
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
		1	OTAL	\$0.00		TOTAL	\$0
ISION 12 - FURNISHINGS	& EQUIPMENT (SHELL)				TOTAL	\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$(
				\$0.00			\$0
				\$0.00			\$(
				\$0.00			\$0
				\$0.00			\$(
				\$0.00			\$0
				\$0.00			\$(
				\$0.00			\$0
				\$0.00			\$(
				\$0.00			\$0
		17	OTAL	\$0.00 \$0.00		TOTAL	\$0 \$0
		Ľ		\$5.50		TOTAL	\$(

NOTELIOTION OF	OT FOTIS					DATE PREPARED	0.4000
NSTRUCTION CO		TE				Jai	nuary 0, 1900
SION 13 - SPECIAL CON	STRUCTION (TI)		MAT	ERIAL		LABOR	
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
DECORNI FICIA	QOAII.	Oltil	0001		noono	Labor Rato	
				\$0.00			\$(
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			9
				\$0.00			\$
				\$0.00			9
				\$0.00			\$
				\$0.00			 \$
				\$0.00			\$
				\$0.00			 \$
			TOTAL	\$0.00		TOTAL	<u> </u>
SION 13 - SPECIAL CON	STRUCTION (SH	ELL)				TOTAL	\$
				\$0.00			9
				\$0.00			9
				\$0.00			9
				\$0.00			
				\$0.00			
				\$0.00			9
				\$0.00			
				\$0.00			5
				\$0.00			
				\$0.00			
				\$0.00			9
				\$0.00			
				\$0.00			
			TOTAL	\$0.00		TOTAL	
						TOTAL	

NOTELIATION AS	OT FOTIS:					DATE PREPARED	0.4000
NSTRUCTION CO						Janua	ry 0, 1900
ION 15 - GENERAL COI	NSTRUCTION (TI))					
DECORPTION	- CUAN I	LINUT	MATE		HOURS	LABOR	TOTAL
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
				\$0.00			\$(
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$(
				\$0.00			\$1
				\$0.00			\$1
				\$0.00			\$1
				\$0.00			\$1
				\$0.00			\$1
				\$0.00			\$1
				\$0.00			\$1
				\$0.00			\$(
			TOTAL	\$0.00		TOTAL	 \$
SION 15 - GENERAL COI	NSTRUCTION (SE	HELL)	1.017.12	ψ0.00		TOTAL	\$
		,		60.00		1011.2	
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$1
				\$0.00			\$
				\$0.00			\$1
				\$0.00			\$
				\$0.00			\$(
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
			TOTAL	\$0.00		TOTAL	\$
						TOTAL	\$

ONOTOLIOTION OF	OT FOTIS	T E				DATE PREPARED	0 4000
ONSTRUCTION CO						Janua	y 0, 1900
ISION 21 - FIRE SUPPRES	SSION SYSTEMS	5 (TI)	MAT	ERIAL		LABOR	
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
DEGGIAII TIGH	QOAII.	Olili	0001		noono	Luboi Ruto	
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
			TOTAL	\$0.00		TOTAL	\$0
VISION 21 - FIRE SUPPRES	SSION SYSTEMS	(SHELL)				TOTAL	\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
			TOTAL	\$0.00		TOTAL	\$0

NOTOLICTION	OT FOTUS					DATE PREPARED	0.4000		
NSTRUCTION CO		<u>IE</u>				January 0, 1900			
SION 22 - PLUMBING (TI)		MATE	TDIAL		LABOR			
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL		
DESCRIPTION	QUAN.	ONIT	0031		HOOKS	Labor Nate			
				\$0.00			\$0		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			 \$		
				\$0.00			\$		
				\$0.00			\$		
			TOTAL	\$0.00 \$0.00		TOTAL	\$ \$		
SION 22 - PLUMBING (SI	HELL)		TOTAL	ψ0.00		TOTAL	<u> </u>		
Oloit ZZ T Zolli Bilto (ol				#0.00		TOTAL	\$		
				\$0.00					
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00			\$		
				\$0.00					
			TOTAL	\$0.00		TOTAL	\$		
						TOTAL	\$		

NOTE LIGHT OF	OT FOTIS					DATE PREPARED	0.4000
NSTRUCTION CO	STESTIMA	AIE.				January	0, 1900
SION 23 - HVAC (TI)							
				ERIAL		LABOR	
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			 \$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			\$
				\$0.00			 \$
		Т	OTAL	\$0.00		TOTAL	\$
SION 23 - HVAC (SHELL)						TOTAL	\$
				\$0.00			\$
				\$0.00			 \$
				\$0.00			9
				\$0.00			<u> </u>
				\$0.00			\$
				\$0.00			9
				\$0.00			
				\$0.00			<u> </u>
				\$0.00			3
				\$0.00			3
				\$0.00			9
				\$0.00			9
		Т	OTAL	\$0.00 \$0.00		TOTAL	9
		Ľ		\$0.00		TOTAL	•

						DATE PREPARED	
CONSTRUCTION CO		TE				January	0, 1900
IVISION 26.1 - ELECTRICA	L (TI)						
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	LABOR Labor Rate	TOTAL
DESCRIPTION	QUAN.	UNIT	C031		HOURS	Labor Rate	
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			
							\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
			TOTAL	\$0.00			\$0.00
DIVISION 26.2 - ELECTRICA	I (CHELL)		TOTAL	\$0.00		TOTAL TOTAL	\$0.00 \$0.00
DIVISION 26.2 - ELECTRICA	L (SHELL)					TOTAL	
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
			TOTAL	\$0.00 \$0.00		TOTAL	\$0.00 \$0.0 0

NOTE INC.						DATE PREPARED	0.1000
NSTRUCTION CO		ATE				January	0, 1900
SION 26.2 - LIGHTING (T)			EDIAL		LABOR	
DESCRIPTION	QUAN.	UNIT		TOTAL	HOURE	LABOR	TOTAL
DESCRIPTION	QUAN.	UNIT	COST		HOURS	Labor Rate	
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
			TOTAL	\$0.00			\$0
CIONIOCO LIQUEINO (C	HELL)		TOTAL	\$0.00		TOTAL	\$(\$(
SION 26.2 - LIGHTING (S	nell)					TOTAL	
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
		-	TOTAL	\$0.00 \$0.00		TOTAL	\$0 \$0
			IOIAL	φ 0.00		IOIAL	a)

						DATE PREPARED	
CONSTRUCTION CO	January 0, 1900						
IVISION 27 - COMMUNICAT	TONS (TI)			renia.		LADOD	
DESCRIPTION	QUAN.	UNIT	COST	TERIAL	HOURS	LABOR Labor Rate	TOTAL
DESCRIPTION	QUAIN.	ONT	0031		1100113	Labor Nate	
			+	\$0.00			\$0.0
				\$0.00		+	\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
			TOTAL	\$0.00		TOTAL	\$0.0
IVISION 27 - COMMUNICAT	IONS (SHELL)					TOTAL	\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.0
			TOTAL	\$0.00		TOTAL	\$0.0
			TOTAL	\$0.00		TOTAL TOTAL	\$0.0 \$0.0

IOTOLIOTICAL CO	OT FOTH	T-				DATE PREPARED	0.4000	
NSTRUCTION COST ESTIMATE						January 0, 1900		
ON 28.1- ELECTRICAL	SAFETY (TI),		DA A T	ERIAL		LABOR		
DESCRIPTION	QUAN.	UNIT	COST	HOURS	Labor Rate	TOTAL		
DESCRIPTION	QUAN.	ONIT	CO31	TOTAL	HOURS	Labor Nate		
				\$0.00				
				\$0.00				
				\$0.00				
				\$0.00			;	
				\$0.00			9	
				\$0.00			\$	
				\$0.00			5	
				\$0.00			9	
				\$0.00			9	
				\$0.00			<u> </u>	
				\$0.00			9	
				\$0.00			9	
			TOTAL	\$0.00 \$0.00		TOTAL	9	
SION 28.1 - ELECTRICAL	SVEETA (SPEI		TOTAL	\$0.00		TOTAL	9	
SION 20.1 - LLLCTRICAL	, SAI ETT (SIIEE	·L <i>)</i>				IOTAL		
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			\$	
				\$0.00			9	
				\$0.00			\$	
				\$0.00			9	
				\$0.00				
				\$0.00				
				\$0.00				
			TOTAL	\$0.00 \$0.00		TOTAL		
			. •	φυ.υυ		. O . AL	•	

CONSTRUCTION COST ESTIMATE						January 0, 1900	
DIVISION 28.2 - SECURITY (TI)						
				TERIAL	LABOR		
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	Labor Rate	TOTAL
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
			TOTAL	\$0.00		TOTAL	\$0.00
DIVISION 28.2 - SECURITY (IVISION 28.2 - SECURITY (SHELL)					TOTAL	\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
				\$0.00			\$0.00
			TOTAL	\$0.00		TOTAL	\$0.00
						TOTAL	\$0.00

						DATE PREPARED	2 4222
ONSTRUCTION CO		TE				January	0, 1900
/ISION 32 - EXTERIOR (TI)			1	reniui –		LADOD	
DESCRIPTION	QUAN.	UNIT	COST	TOTAL	HOURS	LABOR Labor Rate	TOTAL
DESCRIPTION	QUAN.	UNIT	COST		поока	Labor Rate	
				\$0.00			\$0.0
				\$0.00			\$0.0
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			\$0.
				\$0.00			
			TOTAL	\$0.00 \$0.00		TOTAL	\$0. \$0 .
/ISION 32 - EXTERIOR (SH	IELL)		.01/12	\$0.00		TOTAL	\$0.
				\$0.00			\$0.
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
				\$0.00			\$0
			TOTAL	\$0.00		TOTAL	\$0
						TOTAL	\$0